

**EXECUTION VERSION**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	:
<b>MOTORS LIQUIDATION COMPANY, et al.,</b>	:
<b>f/k/a General Motors Corp., et al.</b>	:
<b>Debtors.</b>	:
	:
	<b>Chapter 11 Case No.</b>
	<b>09-50026 (REG)</b>
	<b>(Jointly Administered)</b>
	-----x

**AGREEMENT RESOLVING PROOF OF CLAIM NO. 51093  
AND IMPLEMENTING MODIFIED CLASS SETTLEMENT**

This Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the “Agreement”) is entered into as of March 14, 2011 (the “Effective Date”) by and among Motors Liquidation Company (“MLC”) and its affiliated debtors, as debtors in possession (collectively, the “Debtors”), and Plaintiff Jason Anderson (“Anderson”), on behalf of himself and the Anderson Class (defined below) (Anderson, together with the Debtors, collectively, the “Parties”).

WHEREAS, Anderson filed a class action complaint on behalf of himself and the Anderson Class against General Motors Corporation (“GM”) on May 18, 2004, in the Superior Court for the State of California, County of Los Angeles (the “California Court”), Case No. JCCP4396, alleging that GM violated California law, specifically the Unfair Competition Law (“UCL”), by creating an “adjustment program” under the Motor Vehicle Warranty Adjustment Programs statute (“MVWAP”), Civ. Code § 1795.90 *et. seq.*, allegedly without providing the Anderson Class with certain adjustment program notices and repair reimbursements concerning certain Silverado trucks allegedly exhibiting an abnormal engine knock or piston noise (the “Anderson Class Action”). A copy of the First Amended Anderson Class Action Complaint is attached as Exhibit “A”;

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WHEREAS, the California Court issued the order granting class certification on November 8, 2006, a copy of which is attached as Exhibit "B";

WHEREAS, following substantial discovery, law and motion practice, class certification having been granted, a writ petition as to the form and notice of class certification having been denied, and two separate mandatory settlement conferences before a California state judge, GM and the Anderson Class reached a comprehensive claims-made stipulation of settlement of the Anderson Class Action (the "Anderson Class Action Settlement"), a copy of which is attached as Exhibit "C."

WHEREAS, under the terms of the settlement, GM agreed to reimburse class members who submitted valid, timely claims for: (i) monies spent on the purchase of a General Motors Protection Plan (the "GMPP") that otherwise would have been available to them for free under GM's allegedly unlawful adjustment program; and/or (ii) repair costs paid by class members to correct the abnormal engine knock or piston noise or on other specified engine repairs. GM also agreed that members of the Anderson Class with constant engine knock or piston noise concerns could request a free evaluation from a Chevrolet dealer and, if appropriate, obtain free repairs of the condition;

WHEREAS, on November 18, 2008, the California Court entered the Preliminary Approval Order (the "Preliminary Approval Order"), a copy of which is attached hereto as Exhibit "D," in which the California Court set a fairness hearing for March 5, 2009; set forth deadlines for objecting to the Anderson Class Action Settlement and appearing at the fairness hearing (the "Fairness Hearing"); approved the form of class notice (the "Class Action Settlement Notice"); approved the manner of providing notice, and preliminarily certified the following class: "All California owners and lessees of 1999-2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18) engines who (1) have an engine "knock, ping or slap" noise in their vehicles; and (2) were not given notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise Adjustment Program" (collectively, the "Anderson Class"). For purposes of the Anderson Class Action Settlement and the class definition, "engine knock, ping or slap noise" was defined to have the same meaning as "Start Noise" (*i.e.*, piston or piston pin noise that occurs at initial start up and disappears shortly after the engine warms up) or "Constant Noise" (*i.e.*, piston or piston pin noise that is not Start Noise). Excluded from the Anderson Class were those California owners and lessees of 1999-2003 model year Chevrolet Silverados who timely requested to be excluded from the class;

WHEREAS, in accordance with that Preliminary Approval Order, GM mailed notice of the class action settlement, by first class mail, to approximately 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles, a copy of which notice is attached hereto as Exhibit "E," and also posted a Spanish-language version of the Class Action Settlement Notice on Class Counsel's (defined below) website;

WHEREAS, on March 5, 2009, the California Court conducted its Fairness Hearing and entered its Final Judgment, a copy of which is attached as Exhibit "F," in which it certified the Anderson Class and finally approved the Anderson Class Action Settlement. In the Final Judgment, the California Court determined that the Anderson Class satisfied Section 382 of

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the California Code of Civil Procedure (“Section 382”), because: (i) the Anderson Class was so numerous that joinder of all members was impracticable; (ii) there were questions of law or fact common to the Anderson Class; (iii) Anderson’s claim was typical of the claim of the Anderson Class members’ claims; (iv) Anderson would fairly and adequately assert and protect the interests of the Anderson Class under the criteria set forth in Section 382; (v) questions of fact common to the Anderson Class predominated over factual questions affecting only individual members; and (vi) a class action provided a fair and efficient method for adjudication of the controversy;

WHEREAS, in the Final Judgment, the California Court also finally approved of the provisional designation of the law firm of Girard Gibbs LLP as class counsel (“Class Counsel”) and Anderson as the representative plaintiff (the “Representative Plaintiff”), and also awarded Anderson as Representative Plaintiff an incentive award in the total sum of \$7,500.00 (the “Incentive Award”), and Class Counsel a total sum of \$1,950,000.00 in attorneys’ fees (the “Attorneys’ Fees”) and \$212,500.00 in documented costs and expenses (“Documented Costs and Expenses”);

WHEREAS, in accordance with the Anderson Class Action Settlement and the Final Judgment approving the award of Attorneys’ Fees, Incentive Award, and Documented Costs and Expenses, on or about March 16, 2009, GM deposited \$2,258,000.00 in cash (the “Anderson Class Action Settlement Deposit”) in an account established at Union Bank of California, which cash was then transferred by Class Counsel on or about May 7, 2009 to an attorney-client trust account (the “Attorney-Client Trust Account Deposit”) established by Class Counsel in the Anderson Class Action;

WHEREAS, pursuant to the Anderson Class Action Settlement and Final Judgment, members of the Anderson Class were required to submit a claim form (“Claim Form”) to obtain the benefits of the settlement. Accordingly, on March 26, 2009, GM as acting claims administrator, mailed Claim Forms to the approximately 240,000 members of the Anderson Class;

WHEREAS, the deadline for class members to submit and postmark valid and timely Claim Forms for settlement benefits (together with any necessary supporting documentation) to GM expired on May 11, 2009, and approximately 5,913 Claim Forms were submitted by Anderson Class members (collectively, the “Participating Anderson Class Members”);

WHEREAS, on June 1, 2009, certain of the Debtors, including GM (the “Initial Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) before the United States Bankruptcy Court for the Southern District of New York (the “Court”), Case No. 09-50026 (REG). The bankruptcy stayed all proceedings relating to the implementation of the Anderson Class Action Settlement;

WHEREAS, on September 16, 2009, this Court entered the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Rule 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(b)(9)) and Procedures Relating

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Thereto and Approving the Form and Manner of Notice Thereof establishing November 30, 2009 at 5:00 p.m. (Eastern) as the deadline to file proofs of claim against the Initial Debtors based on prepetition claims;

WHEREAS, on November 25, 2009 a proof of claim based on the Anderson Class Action Settlement was filed with this Court on behalf of the Anderson Class and assigned claim number 51093 (the “Anderson Proof of Claim”), asserting a claim in the amount of \$10,000,000.00, for class consideration allegedly due pursuant to the Anderson Class Action Settlement for claim amounts due to the Participating Anderson Class Members (the “Claim”);

WHEREAS, due to GM’s bankruptcy, Debtors are unable to provide the Participating Anderson Class Members with the benefits originally envisioned in the Anderson Class Action Settlement, and, accordingly, the Parties request that this Court approve this Agreement to provide the Participating Anderson Class Members with the Total Allowed General Unsecured Claim (defined below) that is equivalent to the approximate value of those benefits;

WHEREAS, on December 1, 2009, this Court approved and entered the Stipulation and Order Between the Debtors and the Holders of Unliquidated Dex-Cool and Anderson Claims to Allow Class Proofs of Claim for Dex-Cool and Anderson Claimants (the “Class Claims Stipulation”), a copy of which is attached hereto as Exhibit “G,” and through which the Debtors and the holders of Unliquidated Anderson Claims, defined in the Class Claims Stipulation as the claims made in connection with the Anderson Class Action that had not yet been liquidated pursuant to the terms of the Anderson Class Action Settlement, agreed that Class Counsel could file a class-wide proof of claim on behalf of all holders of Unliquidated Anderson Claims; and

WHEREAS after good-faith, arms’ length negotiations, the Parties have reached an agreement to resolve the Anderson Proof of Claim and implement the Anderson Class Action Settlement through this Agreement;

NOW, THEREFORE, in consideration of the foregoing, it is hereby stipulated and agreed by the Parties that:

1. The Parties will jointly seek Court approval of this Agreement and seek to secure any factual findings or legal conclusions necessary to effectuate the purposes and goals of this Agreement and final approval thereof. In particular, promptly after execution of this Agreement by all Parties, the Debtors shall file a motion seeking Court approval of the Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 and Rule 23 of the Federal Rules of Civil Procedure (the “Motion”). The Motion will confirm that under the terms of this Agreement, the only relief sought by the Anderson Class is the Total Allowed Unsecured Claim (as defined below) and that no other claims or amounts are sought from Debtors or asserted by the Anderson Class against Debtors. The Motion will also confirm that, for purposes of this Court approving this Agreement only, the Parties acknowledge and stipulate to the validity of the Anderson Class’s certification in the Anderson Class Action; that this Court, for purposes of granting the Motion, may take judicial notice of the March 5, 2009 order issued in the Anderson Class Action certifying the Anderson Class under Rule 382; and that this Court, in considering

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the Motion and implementation of the Anderson Class Action Settlement, need only address the class-action settlement factors addressed in Federal Rule Civil Procedure 23(e) (“Rule 23(e)”). Specifically, the Parties agree to request that this Court adopt the Notice of Settlement in the Anderson Class Action as sufficient under Rule 23(e) and find that it is not necessary to provide any further notice to the Anderson Class. Since the notice was previously provided to the Anderson Class in accordance with due process, the Anderson Parties (defined below) hereby acknowledge and agree that the Debtors shall not be responsible for any costs related to any further notice that this Court may order in connection with the implementation of this Agreement. The Parties further acknowledge and agree that, in the unlikely event that this Court requires any further notice to the Anderson Class, this Agreement shall be void and the Parties shall no longer be bound by this Agreement. It is acknowledged by the Parties that the Debtors’ agreement not to challenge certification or Class Counsel’s authority (through this Agreement and the Class Claims Stipulation) to proceed under Rule 7023 of the Federal Rules of Bankruptcy Procedure to file the Anderson Proof of Claim is based solely on the unique facts and circumstances of this particular Claim.

2. This Agreement is subject to and shall be binding on the Parties only upon Court approval. “Court Approval” shall mean the entry by this Court in *In re Motors Liquidation Company, et al.*, Chapter 11 Case No. 09-50026 (REG), after notice and a hearing, of an order approving this Agreement, substantially in the form attached hereto as Exhibit “I”, (the “Court Order”). “Court Approval Date” shall mean the date upon which the Court Order becomes Final (as defined below). In the event Court Approval is not granted or similar relief is not otherwise provided by this Court or in the event that the Court Approval Date does not occur, this Agreement shall be deemed to be null and void and no Party shall have any obligations to another Party arising out of this Agreement, save and except for the obligations and/or provisions set forth in Paragraphs 7, 8, 10, 12, 14, 15, and 16 hereof, which provisions are intended to survive the expiration or earlier termination of this Agreement. “Final” shall mean that the Court Order has been entered by this Court, and (i) the time to appeal or petition for certiorari has expired and no timely appeal or petition for certiorari shall then be pending, or (ii) if a timely appeal or writ of certiorari thereof has been sought, that the Court Order shall have been affirmed by the highest court to which such Court Order was appealed, or *certiorari* shall have been denied or reargument or rehearing on remand shall have been denied or resulted in no material modification of such Court Order, and the time to take any further appeal, petition for *certiorari*, or move for modification of such Court Order, or move for reargument or rehearing, or move for a new trial or to amend the judgment under Rule 59 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before this Court shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before this Court, may be filed with respect to such Court Order shall not cause such Court Order not to be Final.

3. Subject to and upon execution by all Parties to this Agreement, the Anderson Proof of Claim shall be treated as an allowed general unsecured claim against MLC in the amount of \$8,853,300.00 (the “Total Allowed Unsecured Claim”). Regardless of any challenge to this Agreement or the failure of this Agreement to become effective the Parties hereby agree that the Anderson Proof of Claim shall be estimated to be \$8,853,300.00 for all purposes, including for Plan confirmation and distribution purposes.

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4. As consideration for the Agreement, including the release contained herein, on the Court Approval Date, the Participating Anderson Class Members shall be granted the Total Allowed Unsecured Claim, which shall constitute, in the aggregate, a single allowed general unsecured claim by the Participating Anderson Class Members collectively against MLC in the amount of \$8,853,300.00. Class Counsel is authorized, following the Court Approval Date and without any additional approval from this Court, to (i) sell, transfer, assign, and/or otherwise monetize the Total Allowed Unsecured Claim, either individually or through a broker, and/or (ii) monetize any shares, warrants, options or other property received from Debtors on account of the Total Allowed Unsecured Claim as part of any confirmed Chapter 11 plan or plans in these chapter 11 cases (the “Plan”) in any commercially reasonable manner. The resulting cash proceeds from the foregoing activities shall be utilized by Class Counsel to make distributions, on a *pro rata* basis, to the Participating Anderson Class Members in accordance with the allocation plan (the “Plan of Allocation”) attached hereto as Exhibit “H.” Class Counsel is solely responsible for administration and implementation of the Plan of Allocation and distribution of the cash proceeds resulting from the Total Allowed Unsecured Claim in accordance with this Agreement, and in no event shall the Debtors be responsible or liable for the administration of the Anderson class; administration or distribution of cash proceeds from the Total Allowed Unsecured Claim; or implementation of the Plan of Allocation. Each of the Parties understands, agrees, and acknowledges that the *pro rata* nature of the reimbursement payments under each of the foregoing shall be paid from the cash proceeds resulting from the disposition, by Class Counsel, of the Total Allowed Unsecured Claim. The Participating Anderson Class Members acknowledge and agree that the resulting cash proceeds likely will be insufficient to pay Participating Anderson Class Members in full.

5. Upon entry of the Court Order and receipt by Class Counsel, on behalf of the Participating Anderson Class Members, of the Total Allowed Unsecured Claim, the Parties agree that the Claim and the Anderson Proof of Claim shall be superseded and replaced by the Total Allowed Unsecured Claim and the claims docket or registry may be so modified and amended without further order of this Court. Within ten (10) business days of the date of entry of the Court Order, Anderson, as represented by Class Counsel, shall file the Court Order with the California Court.

6. Upon entry by this Court of the Court Order and unless otherwise set forth herein, Anderson, the Anderson Class, and their affiliates, successors and assigns, and their agents, insurers, representatives, administrators, executors, trustees and attorneys (collectively, the “Anderson Parties”), shall have no further right to payment from the Debtors, their affiliates, their estates or their respective successors or assigns, including GM or its successors in interest (“New GM”) (collectively, the “Debtor Parties”), and, except as set forth in this Agreement, the Anderson Parties hereby irrevocably waive any and all claims (as defined in section 101(5) of the Bankruptcy Code), complaints, grievances, liabilities, obligations, promises, agreements, damages, causes of action, rights, debts, demands, controversies, costs, losses, and expenses (including attorneys’ fees and expenses) whatsoever, including but not limited to claims under the UCL or California’s MVWAP, under any municipal, local, state, or federal law, common or statutory, whether known or unknown, and connected with this Agreement and/or the Anderson Class Action Settlement and/or the Anderson Class Action against any of the Debtor Parties, and are hereby barred from asserting any and all claims whatsoever, whether known or “Unknown Claims” (defined below), presently existing, whether or not asserted, and whether found in fact

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or law or in equity, in existence as of the execution of this Agreement by the Anderson Parties (the “Settled Claims”). Nothing herein shall be construed as a release or waiver of any Party’s rights or obligations under this Agreement. The Anderson Parties fully understand that the facts upon which the Agreement are based may hereafter be other than or different from facts now believed by either Party to be true, expressly accept and assume the risks of such possible differences in facts, and agree that this Agreement shall remain effective notwithstanding any such differences in facts. Notwithstanding anything to the contrary contained herein this Agreement or this Paragraph 6, nothing in this Agreement shall be construed as a release, settlement, or waiver by the Debtor Parties of any claims, including any claims, liabilities, obligations, rights, damages, causes of action, debts, or losses arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon. Similarly, notwithstanding anything to the contrary contained herein this Agreement or this Paragraph 6, nothing in the Agreement shall be construed as a release, settlement, or waiver by the Anderson Parties or Class Counsel of any defenses to any claims asserted by the Debtor Parties arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon. Nothing in this Agreement shall be admissible as evidence in connection with any disputes or litigation regarding the claims and defenses reserved by this Paragraph 6.

For purposes of this Agreement, “Unknown Claims” means any and all Settled Claims that the Anderson Parties do not know or suspect to exist in their favor upon the Effective Date, which if known by them, might have affected their decision with respect to the Agreement. With respect to any and all Settled Claims, the Anderson Parties stipulate and agree that they and each member of the Anderson Class shall be deemed to have, and by operation of law shall have, waived any and all provisions, rights, and benefits conferred by any law, rules, or regulations of any state or territory of the United States or any other country, or principle of common or civil law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

The Anderson Parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but the Anderson Parties shall expressly have and each Anderson Class member shall be deemed to have, and by operation of law shall have, fully, finally, and forever settled and released any and all Settled Claims and Unknown Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the members of the Anderson Class shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the settlement of which this release is a part.

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7. By executing this Agreement, the Parties acknowledge that they (a) are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; (b) have made their own investigation of the facts and are relying solely upon their own knowledge and the advice of their own legal counsel; (c) knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown; and (d) are entering into this Agreement voluntarily, of their own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever. The Parties stipulate that each Party is relying upon these representations and warranties in entering into this Agreement. The representations and warranties contained in this Paragraph 7 shall survive the execution of this Agreement indefinitely.

8. By entering into this Agreement, the Parties do not admit, and specifically deny, any violation of any contract, municipal, local, state, or federal law, common or statutory. Neither the execution of this Agreement nor compliance with its terms, nor the consideration provided for herein shall constitute or be construed as an admission by any Party (or any Party's agents, representatives, attorneys, or employers) of any fault, wrongdoing, or liability whatsoever, and the Parties acknowledge that all such liability is expressly denied by the Debtors. This Agreement has been entered into in release and compromise of claims as stated herein and to avoid the expense and burden of litigation.

9. If any provision or term of this Agreement, other than those set forth in Paragraph 6 above, is held to be illegal, invalid, or unenforceable, such provision or term shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision or term there shall be added automatically as a part of this Agreement another provision or term as similar to the illegal, invalid, or unenforceable provision as may be possible and that is legal, valid, and enforceable.

10. As a condition precedent to any obligations or liabilities of the Debtor Parties, Anderson expressly represents and warrants to the Debtor Parties that (a) he is the lawful owner of certain of the claims and the potential claims released in this Agreement and release; (b) he has full capacity and authority to settle, compromise, and release the Anderson Class claims and potential claims and to enter into this Agreement on behalf of the Anderson Class; (c) no other person or entity has acquired or has been assigned, or will in the future acquire or have any right to assert, against any of the Debtor Parties any portion of the Anderson Class Action claims or any other potential claims released in this Agreement; and (d) he knows of no other person or entity that intends to assert a claim by, through, under, or on behalf of any of the Anderson Parties. The representations and warranties contained in this Paragraph 10 shall survive the execution of this Agreement indefinitely.

11. This Agreement, which expressly incorporates the Anderson Class Action Settlement (as modified herein), contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties

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relating thereto. This Agreement is subject in all respects to consent by the statutory committee of unsecured creditors, and if such consent is not obtained by the Debtors, then the Debtors may determine, in their sole discretion, whether to proceed forward with seeking Court approval of the Agreement or abandon the Agreement.

12. This Agreement may not be modified other than by signed writing executed by the Parties or by order of this Court.

13. Each person who executes this Agreement represents that he or she is duly authorized to do so on behalf of the respective Parties hereto and that each such party has full knowledge and has consented to this Agreement.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Agreement to present any copy, copies, or facsimiles signed by the Parties hereto.

15. This Agreement shall be exclusively governed by and construed and enforced in accordance with the laws of the state of New York, without regard to conflicts of law principles thereof. This Court shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Agreement.

16. Each of the Parties understands, agrees, and acknowledges that all of the Parties shall be deemed to be the drafters of this Agreement and any ambiguity in or dispute regarding the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party that causes the uncertainty to exist or against any party as the drafter.

17. The Parties agree that the Court Order shall provide that, notwithstanding entry of the Court Order, this Court shall retain continuing jurisdiction over the Parties to further effectuate the Court Order and the terms of this Agreement.

18. If notice need be given to the Parties for the purposes of this Agreement, any performance thereunder, or any motions or orders related to the Agreement, under the Federal Rules of Civil Procedure, the Bankruptcy Rules, or otherwise, notice shall be transmitted as follows:

If to the Anderson Parties, delivered or faxed to:

Eric H. Gibbs  
A.J. De Bartolomeo  
Elizabeth Pritzker  
Girard Gibbs LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108

If to Debtors, delivered or faxed to:

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Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinksy  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York New York 10153

**THE UNDERSIGNED WARRANT THAT THEY HAVE READ THE TERMS OF THIS AGREEMENT, HAVE HAD THE ADVICE OF COUNSEL OR THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH READING, UNDERSTANDING AND EXECUTING THE AGREEMENT, AND HAVE FULL KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT.**

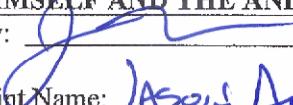
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MOTORS LIQUIDATION COMPANY AND AFFILIATED DEBTORS <i>Carrianne Basler</i> By: _____ Print Name: <u>Carrianne Basler</u> Title: <u>Vice President</u>	JASON ANDERSON, ON BEHALF OF HIMSELF AND THE ANDERSON CLASS By: _____ Print Name: _____ Title: _____
Dated: March <u>14</u> , 2011	Dated: March ___, 2011

GIRARD GIBBS LLP, AS CLASS COUNSEL By: _____ Print Name: _____ Title: _____
Dated: March ___, 2011

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<b>MOTORS LIQUIDATION COMPANY AND AFFILIATED DEBTORS</b>	<b>JASON ANDERSON, ON BEHALF OF HIMSELF AND THE ANDERSON CLASS</b>
By: _____  Print Name: _____ Title: _____	By:   Print Name: <u>Jason Anderson</u> Title: _____
Dated: March ___, 2011	Dated: March <u>14</u> , 2011

<b>GIRARD GIBBS LLP, AS CLASS COUNSEL</b>
By: _____  Print Name: _____ Title: _____
Dated: March ___, 2011

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<b>MOTORS LIQUIDATION COMPANY AND AFFILIATED DEBTORS</b>	<b>JASON ANDERSON, ON BEHALF OF HIMSELF AND THE ANDERSON CLASS</b>
By: _____	By: _____
Print Name: _____ Title: _____	Print Name: _____ Title: _____
Dated: March ___, 2011	Dated: March ___, 2011

<b>GIRARD GIBBS LLP, AS CLASS COUNSEL</b>	
By: 	
Print Name: <u>Eric Gibbs</u>	
Title: <u>partner</u>	
Dated: March <u>14</u> , 2011	

# **EXHIBIT A**

Eric H. Gibbs (State Bar No. 178658)  
Dylan Hughes (State Bar No. 209113)  
Allison L. Ehlert (State Bar No. 230362)  
**GIRARD GIBBS & De BARTOLOMEO LLP**  
601 California Street, Suite 1400  
San Francisco, California 94108  
Telephone: (415) 981-4800  
Facsimile: (415) 981-4846

Counsel for Plaintiff, the Proposed Class,  
and the General Public of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE**

JASON ANDERSON, on behalf of himself and all others similarly situated and on behalf of the General Public of California, Plaintiff, v. GENERAL MOTORS CORPORATION, a Delaware Corporation; and DOES 1 through 20, Defendant. Case No. 04CC00554 The Honorable C. Robert Jameson **CLASS ACTION** **FIRST AMENDED CLASS ACTION COMPLAINT FOR UNLAWFUL, UNFAIR AND FRAUDULENT BUSINESS PRACTICES.**

1 Jason Anderson ("Plaintiff"), by and through his attorneys, based on his individual experiences  
2 and the investigation of counsel, and on information and belief, alleges on behalf of himself and the  
3 proposed plaintiff class as defined herein, and on behalf of the general public, as follows:

4 I.

5 NATURE OF THE CASE

6 1. In 1998, GM began installing newly designed engines in its Chevrolet Silverado trucks  
7 ("Class Vehicles"). Consumers complain that the new engines installed in Class Vehicles suffer from a  
8 condition known as "piston slap." Piston slap occurs when the piston bangs against the cylinder wall due  
9 to excess clearance between the cylinder and the cylinder wall. To pacify consumers who complain of  
10 piston slap, GM has adopted a program and policy whereby it promises to make repairs to correct defects  
11 related to materials or workmanship in the engine occurring during a specified period and extending  
12 beyond the consumer's bumper-to-bumper warranty. In other words, GM has adopted an "adjustment  
13 program" for owners who complain that their vehicles manifest piston slap ("Piston Slap Adjustment  
14 Program"). Because of the secret nature of GM's Piston Slap Adjustment Program, Class members paid  
15 and continue to pay for damages that, unknown to them, are covered by GM's Piston Slap Adjustment  
16 Program; and Class members bought and continue to buy extended warranties when, if offered the secret  
17 Piston Slap Adjustment Program, they would not.

18 2. As alleged herein, GM's conduct related to the Piston Slap Adjustment Program violates  
19 the Motor Vehicle Warranty Adjustment Programs statute, Civil Code Sections 1795.90 et seq., and the  
20 Unfair Competition Law, Business and Professions Code Sections 17200 et seq. On behalf of himself  
21 and the proposed Plaintiff Class (as defined below), and on behalf of the general public of California,  
22 Plaintiff seeks declaratory, injunctive, and equitable relief, including rescission, restitution, and  
23 disgorgement.

24 II.

25 JURISDICTION AND VENUE

26 3. This action asserts claims under the Unfair Competition Law, Business and Professions  
27 Code Sections 17200 et seq., and the declaratory relief statute, Code of Civil Procedure Section 1060.  
28 This Court has jurisdiction over this class action under Article 6, Section 10 of the California

Constitution and Code of Civil Procedure Section 410.10. This Court has jurisdiction over GM, as GM is registered to conduct business within California and conducts substantial business within California.

4. Venue is proper in this Court under Code of Civil Procedure Section 395.5, because, among other things, at the time he filed this action, Plaintiff was a resident of Orange County, California; many of the events and/or legal duties complained of herein occurred in or emanated from Orange County, California, or were supposed to occur in or emanate from Orange County, California; and GM conducts substantial business within Orange County, California.

5. The total amount in controversy as to the Plaintiff and each individual member of the proposed Plaintiff Class defined herein does not exceed seventy-four thousand nine hundred ninety-nine dollars (\$74,999), including treble or punitive damages, interest, and costs. Plaintiff and each individual member of the proposed Plaintiff Class therefore disclaim any damages and/or restitution in excess of \$74,999 per individual proposed Plaintiff Class member. In addition, neither Plaintiff nor any member of the proposed Plaintiff Class asserts any federal question.

III.

## PARTIES

6. Through June 2004, Plaintiff Jason Anderson was a resident of Orange County, California. Plaintiff purchased a new 2002 Chevrolet Silverado in 2001. Plaintiff's vehicle initially manifested piston slap at approximately 10,000 miles, and continues to suffer from piston slap today. GM has not provided the Piston Slap Adjustment Program to Plaintiff.

7. Defendant GM is a Delaware Corporation, headquartered in Wayne County, Michigan with its principal place of business located in Wayne County, Michigan. GM is the world's largest manufacturer of motor vehicles. GM designs, builds, and markets cars and trucks worldwide and has done so since 1931.

8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1-100, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants are agents, employees, or affiliates of Defendant and may be served with process within the state of California, and are responsible in some

1 manner for the unlawful conduct herein alleged.

2 9. Unless otherwise stated, Defendant GM and Does 1-100 are referred to collectively  
3 herein as "Defendant" or "GM."

4 IV.

5 **TOLLING OR NON-ACCUMULATION OF APPLICABLE STATUTES OF LIMITATION**

6 10. Any applicable statutes of limitations have been tolled or have not run because GM  
7 knowingly and actively concealed and denied the facts as alleged herein. GM had actual or constructive  
8 knowledge of the wrongful courses of action alleged herein. Plaintiff, Class members and the general  
9 public of California have been kept in ignorance of information essential to the pursuit of these claims,  
10 without any fault or lack of diligence on their part. In fact, GM fraudulently and deceitfully concealed  
11 and misrepresented to the public material facts alleged herein. Plaintiff, Class members, and the general  
12 public of California did not discover the facts constituting GM's illegal business practices until a date  
13 within the limitations period governing this action, and promptly exercised due diligence by filing this  
14 complaint. Plaintiff, Class members, and the general public of California were not at fault for failing to  
15 discover GM's misconduct sooner, and had no actual or presumptive knowledge of the facts of GM's  
16 misconduct to put them on inquiry notice. Plaintiff, Class members and the general public could not  
17 reasonably have discovered GM's misrepresentations and/or material omissions before the filing of this  
18 action and, therefore, their claims accrued on that date, and/or any statute of limitations was tolled until  
19 that date.

20 11. GM is, and was, under a continuing duty to disclose at the time of purchase, after  
21 purchase, upon manifestation of piston slap, and upon customers complaining of piston slap, that it  
22 offers and provides the Piston Slap Adjustment Program, free of charge, to purchasers of Class Vehicles.  
23 Because of GM's concealment of such material facts, GM is estopped from relying on any statute of  
24 limitations defense.

25

26

27  
28

1 V.  
2

3 **SUBSTANTIVE ALLEGATIONS**

4 **Chevrolet Silverado**

5 12. GM manufactures the Chevrolet Silverado, a pick-up truck available in several different  
6 models. GM advertises the Silverado as "the most dependable, longest lasting truck on the road."  
7 Between 1999 and 2003, the Silverado was the second best selling vehicle in the United States.

8 **Piston Slap**

9 13. In 1998 GM redesigned many of its engines, and consequently installed them in certain  
10 1999-2003 model year vehicles, including the Chevrolet Silverado.

11 14. GM's redesigned engines suffer from, among other things, piston slap. Piston slap occurs  
12 when there is excessive lateral movement of the piston causing it to bang against the cylinder wall.  
13 Piston slap produces an audible sound that ranges from a loud knocking noise to a ticking noise similar  
to that of a diesel engine.

14 15. Vehicles purchased new from GM do not initially exhibit piston slap, and thus do not  
15 produce knocking, ticking, or otherwise unexpected or abnormal noises. Consequently, upon purchase,  
16 Plaintiff and Class members were unaware that their vehicles suffered from piston slap.

17 16. Piston slap typically begins within the first 15,000 miles of use. Class Vehicle owners  
18 typically first notice piston slap as a tapping or ticking noise upon startup. With vehicle use, the ticking  
19 noise progresses into a loud knocking noise at startup, and with additional use, the knocking progresses  
20 to a continuous and chronic knocking noise that is louder when the engine is stressed such as when the  
21 vehicle is ascending a hill, quickly accelerating, or towing.

22 17. According to General Motors, experts in the field, and/or consumers, piston slap can  
23 damage the vehicle in which it occurs by causing piston and cylinder wall scuffing, scoring, and  
24 scratching; piston skirt and seal failure; reduced compressions; increased oil and fuel consumption; a  
25 rough idle; reduced power and performance; metal in the oil system; a loud knocking and/or ticking  
26 noise; and/or excessive emissions due to incomplete combustion, excessive oil combustion, and/or  
27 combustion chamber blow-by.

28 18. Class Vehicle engines' suffer from piston slap at far greater rates and with greater

severity and uniformity than other manufacturers' engines and/or than GM intended or designed.

19. Within the first few years of customers complaining about piston slap, GM told customers that there would be an updated piston and/or fix in the spring or summer of 2002. GM has yet to provide Class members with an updated piston and/or fix free of charge.

## GM's Secret Piston Slap Adjustment Program

20. Unknown to most Class members, GM has a secret adjustment program whereby it promises to make repairs to correct defects related to materials or workmanship in Class Vehicle engines during a specified period, and extending beyond the consumer's bumper-to-bumper warranty. This Piston Slap Adjustment Program is part of GM's nationwide vehicle database and has official authorization and/or warranty codes.

21. Because of the latent nature of piston slap and GM's pattern of failing to disclose, concealing, and/or misleading purchasers of Class Vehicles about the existence of its Piston Slap Adjustment Program, Class members pay for repairs that should be covered by GM's Piston Slap Adjustment Program and purchase extended warranties or repair contracts when they otherwise would not.

22. In summary, GM has failed to inform the general public and all people who purchased Class Vehicles that it offers, free of charge, the Piston Slap Adjustment Program in connection with the piston slap problem. Moreover, GM fails to inform prospective purchasers of Class Vehicles of the Piston Slap Adjustment Program. The net result is that only a fraction of Class Vehicle owners are notified of and/or benefit from GM's Piston Slap Adjustment Program. Consequently, Class Members purchased and continue to purchase Class Vehicles when they otherwise would not; Class members paid and continue to pay for damages and repairs that, unknown to them, are covered by GM's Piston Slap Adjustment Program; and Class members bought and continue to buy extended warranties or repair contracts when, if offered the Piston Slap Adjustment Program, they would not.

#### Plaintiff's Experiences

23. At approximately 10,000 miles, Plaintiff noticed a knocking noise upon starting his vehicle and during daily use. The knocking noise has become progressively more severe with use and is more prevalent when the engine is stressed such as when it is ascending a hill or quickly accelerating.

1 Plaintiff complained to GM about the piston slap within the bumper-to-bumper warranty. Plaintiff was  
2 never told about the Piston Slap Adjustment Program and, concerned about the damage piston slap  
3 might cause, purchased an extended warranty for \$1,500.

4 VI.  
5

**CLASS ACTION ALLEGATIONS**

6 24. Plaintiff brings this action on behalf of himself and a class of persons (the "Class")  
7 initially defined as follows:

8 All residents of California who purchased or leased a 1999, 2000, 2001,  
9 2002, or 2003 Chevrolet Silverado.

10 Excluded from the Class is the Defendant, any entity in which the Defendant has a controlling interest,  
11 any of the officers, directors, or employees of the Defendant, the legal representatives, heirs, successors,  
12 and assigns of the Defendant, anyone employed with Plaintiff's counsel's firm, and any Judge to whom  
13 this case is assigned, and his or her immediate family.

14 25. For the reasons stated below, this action has been brought and may properly be  
15 maintained on behalf of California residents, pursuant to the provisions of Code of Civil Procedure  
16 Section 382 and Civil Code Sections 1750 et seq.

17 26. **Numerosity of the Class** – Code Civ. Proc. § 382; Civ. Code § 1781(b)(1): Members of  
18 the Class are so numerous that their individual joinder herein is impracticable. Thus, although the  
19 precise number of Class members and their addresses are unknown to Plaintiff, they are readily  
20 ascertainable from GM's records. Class members may be notified of the pendency of this action by  
21 mail, supplemented (if deemed necessary or appropriate by the Court) by published notice.

22 27. **Existence and Predominance of Common Questions of Fact and Law** – Code Civ.  
23 Proc. § 382; Civ. Code § 1781(b)(2): Common questions of law and fact exist as to all members of the  
24 Class. These questions predominate over the questions affecting only individual Class members. These  
25 common legal and factual questions include:  
26

27 a. Whether GM offers the Piston Slap Adjustment Program free of charge to Class  
28 Vehicle owners who assert that their vehicles manifest piston slap;

b. Whether GM's Piston Slap Adjustment Program constitutes an "adjustment

1 program" within the meaning of Section 1795.90;

2 c. Whether GM has a duty to notify all owners of Class Vehicles about the Piston  
3 Slap Adjustment Program, and if so, whether GM complied with its duty;

4 d. Whether GM has a duty to notify all owners of Class Vehicles of the terms and  
5 conditions of the Piston Slap Adjustment Program, and if so, whether GM complied with its duty;

6 e. Whether GM has a duty to provide coverage under the Piston Slap Adjustment  
7 Program to all eligible owners of Class Vehicles, and if so, whether GM complied with its duty;

8 f. Whether GM has a duty to provide reimbursement to owners of Class Vehicles for  
9 expenses related to repairs, and/or the purchase of extended warranties or repair contracts incurred prior  
10 to having knowledge of the Piston Slap Adjustment Program, and if so, whether GM complied with its  
11 duty;

12 g. Whether GM engaged in unlawful, unfair, or fraudulent business practices, as  
13 alleged herein, and thus violated the Unfair Competition Law;

14 h. Whether GM violated Civil Code Sections 1795.90 et seq. as alleged herein, and  
15 thus violated the Unfair Competition Law; and

16 i. Whether Plaintiff and Class members are entitled to a declaration of their rights in  
17 connection with the Piston Slap Adjustment Program under Code of Civil Procedure Section 1060.

18 j. Whether Plaintiff and Class members are entitled to equitable relief in the form of  
19 an injunction, and/or restitution, and/or disgorgement, and/or rescission.

20 28. **Typicality** – Code Civ. Pro. § 382; Civ. Code § 1781(b)(3): Plaintiff's claims are  
21 typical of the claims of Class members because, among other things, Plaintiff purchased a Class Vehicle  
22 that suffers from piston slap and Plaintiff was not provided benefits under the Piston Slap Adjustment  
23 Program.

24 29. **Adequacy** – Code Civ. Pro § 382; Civ. Code § 1781(b)(4): Plaintiff is an adequate  
25 representative of the Class because his interests do not conflict with the interests of the members of the  
26 Class he seeks to represent. Plaintiff has retained counsel competent and experienced in complex class  
27 action litigation and Plaintiff intends to prosecute this action vigorously. The interests of members of  
28 the Class will be fairly and adequately protected by Plaintiff and his counsel.

1       30. **Superiority** – Code Civ. Proc. § 382: The class action is superior to other available  
2 means for the fair and efficient adjudication of the claims of Plaintiff. The damages suffered by each  
3 individual Class member may be limited. Damages of such magnitude are small given the burden and  
4 expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's  
5 conduct. Further, it would be virtually impossible for the members of the Class individually to redress  
6 effectively the wrongs done to them. Even if the members of the Class themselves could afford such  
7 individual litigation, the court system could not. Individualized litigation presents a potential for  
8 inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all  
9 parties and the court system presented by the complex legal and factual issues of the case. By contrast,  
10 the class action device presents far fewer management difficulties, and provides the benefits of single  
11 adjudication, economy of scale, and comprehensive supervision by a single court.

12 31. In the alternative, the Class may be certified because:

- 13           a.       the prosecution of separate actions by the individual members of the Class  
14 would create a risk of inconsistent or varying adjudication with respect to individual Class members that  
15 would establish incompatible standards of conduct for Defendant;

16           b.       the prosecution of separate actions by individual Class members would create a  
17 risk of adjudications with respect to them which would, as a practical matter, be dispositive of the  
18 interests of other Class members not parties to the adjudications, or substantially impair or impede their  
19 ability to protect their interests; and

20           c.       Defendant has acted or refused to act on grounds generally applicable to the  
21 Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as  
22 a whole.

**FIRST CAUSE OF ACTION**

(Violation of the Unfair Competition Law - Unlawful Business Practices)

25       32. Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.  
26 Plaintiff asserts this cause of action on behalf of himself and all others similarly situated, and on behalf  
27 of the general public of the State of California.

28 33. Plaintiff and Class members are “consumers” within the meaning of Civil Code Section

1 1795.90(a).

2 34. Defendant is a "manufacturer" within the meaning of Civil Code Section 1795.90(b).

3 35. Class Vehicles are "motor vehicles" within the meaning of Civil Code Section  
4 1795.90(e).

5 36. Class members who leased a Class Vehicle are "lessees" within the meaning of Civil  
6 Code Section 1795.90(f).

7 37. Defendant's program and/or policy of offering the Piston Slap Adjustment Program, free  
8 of charge, to customers who complain of piston slap and/or the damage piston slap causes is an  
9 "adjustment program" within the meaning of Civil Code Section 1795.90(d) because a) the Piston Slap  
10 Adjustment Program is a policy and/or procedure of extending certain consumers' warranties beyond  
11 their stated limits; and/or b) the Piston Slap Adjustment Program pays for all or a part of the cost of  
12 repairing conditions that may substantially affect vehicle durability, reliability, and/or performance.

13 Defendant adopted the Piston Slap Adjustment Program at least 91 days ago.

14 38. Defendant has failed to comply with Civil Code Sections 1795.90 et seq. Specifically,  
15 Defendant has not: a) notified by first-class mail, or otherwise, all affected Class members of  
16 Defendant's Piston Slap Adjustment Program, and its terms and conditions; b) provided coverage under  
17 the Piston Slap Adjustment Program to all Class members; c) reimbursed owners of Class Vehicles for  
18 repair or other expenses, including for the purchase of extended warranties or repair contracts they  
19 incurred prior to having knowledge of the Piston Slap Adjustment Program; and d) notified its dealers,  
20 in writing, of all the terms and conditions of the Piston Slap Adjustment Program.

21 39. Defendant's acts, conduct and practices, as alleged herein, were unlawful in that  
22 Defendant violated the Motor Vehicle Warranty Adjustment Programs Act, Civil Code Sections 1795.90  
23 et seq., as alleged herein, and thus violated the Unfair Competition Law, Business and Professions Code  
24 Sections 17200 et seq.

25 40. As a direct and proximate result of Defendant's unlawful business practices as alleged  
26 herein, Defendant was able to: (a) sell more extended warranties and/or repair contracts than it otherwise  
27 would have; (b) sell more vehicles than it otherwise would have; (c) charge inflated prices for GM  
28 vehicles; (d) save money on costly warranty repairs; and/or (e) charge for vehicle repairs. Accordingly,

1 Defendant received and is in possession of excessive and unjust revenues and profits. Defendant directly  
2 received monies from Plaintiff and Class members and/or Plaintiff's and Class members' monies are  
3 directly traceable to Defendant and/or Defendant's legal duties and obligations run directly to Plaintiff  
4 and Class members.

5 Plaintiff, on behalf of himself and all others similarly situated, and on behalf of the  
6 general public of California, seeks rescission, disgorgement of all profits obtained from unfair  
7 competition, an injunction prohibiting Defendant from continuing in such practices, a declaration of  
8 rights concerning Defendant's Piston Slap Adjustment Program, restitution, and any other relief the  
9 Court deems acceptable in accordance with Section 17203 of the Business and Professions Code.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of the Unfair Competition Law - Unfair and Fraudulent Practices)**

12 Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.  
13 Plaintiff asserts this cause of action on behalf of himself and all others similarly situated, and on behalf  
14 of the general public of the State of California.

15 Defendant's acts, conduct, and practices, as described herein, constitute unfair,  
16 fraudulent, and deceptive business acts and practices within the meaning of California Business and  
17 Professions Code Sections 17200 et seq.

18 Defendant's acts, conduct, and practices, as alleged herein, were unfair in that any utility  
19 for Defendant's conduct is outweighed by the gravity of the consequences to Plaintiff, Class members,  
20 and the general public, and/or Defendant's conduct is immoral, unethical, oppressive, unscrupulous or  
21 substantially injurious to Plaintiff, Class members and the general public.

22 Defendant's acts, conduct and practices, as alleged herein, were fraudulent in that they  
23 were likely to deceive Plaintiff, Class members, and the general public.

24 Defendant's unfair, fraudulent, and deceptive business acts and practices are  
25 described herein and include, but are not limited to:

26 a. concealing and/or failing to disclose that GM has a policy of offering the Piston  
27 Slap Adjustment Program to purchasers and/or lessees of Class Vehicles whose owners assert that their  
28 vehicles suffer from piston slap;

1                   b. failing to disclose at the time of sale and/or lease of Class Vehicles that there is a  
2 Piston Slap Adjustment Program for Class Vehicles;

3                   c. failing to disclose to all Class members who complained of piston slap that GM  
4 has a Piston Slap Adjustment Program; and

5                   d. failing to notify all Class members of the Piston Slap Adjustment Program.

6       47. As a direct and proximate result of Defendant's unlawful business practices as alleged  
7 herein, Defendant was able to: (a) sell more extended warranties and/or repair contracts than it otherwise  
8 would have; (b) sell more vehicles than it otherwise would have; (c) charge inflated prices for GM  
9 vehicles; (d) save money on costly warranty repairs; and/or (e) charge for vehicle repairs. Accordingly,  
10 Defendant received and is in possession of excessive and unjust revenues and profits. Defendant directly  
11 received monies from Plaintiff and Class members and/or Plaintiff's and Class members' monies are  
12 directly traceable to Defendant and/or Defendant's legal duties and obligations run directly to Plaintiff  
13 and Class members.

14       48. Plaintiff, on behalf of himself and all others similarly situated, and where  
15 appropriate, on behalf of the general public of California, seeks rescission, disgorgement of all profits  
16 obtained from unfair competition, an injunction prohibiting Defendant from continuing in such practices,  
17 a declaration of rights concerning piston slap, restitution, and any other relief the Court deems  
18 acceptable in accordance with Section 17203 of the Business and Professions Code.

19                   **THIRD CAUSE OF ACTION**

20                   **(For Declaratory Relief Pursuant to Code of Civil Procedure Section 1060)**

21       49. Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.  
22 Plaintiff asserts this cause of action on behalf of himself and all others similarly situated, and on behalf  
23 of the general public of the State of California.

24       50. An actual controversy, over which this Court has jurisdiction, has arisen and now exists  
25 between the parties relating to the legal rights and duties of Plaintiff and Defendant for which Plaintiff  
26 desires a declaration of rights.

27       51. Defendant's acts and conduct violate the Unfair Competition Law, Business and  
28 Professions Code Sections 17200 et seq., because Defendant has failed to comply with the Motor

1 Vehicle Warranty Adjustment Programs Act, Civil Code Sections 1795.90 et seq., in that Defendant has  
2 not notified Plaintiff and Class members about the Piston Slap Adjustment Program and/or provided  
3 them with coverage under the Program.

4 52. A declaratory judgement is necessary to determine Plaintiff's rights in connection with  
5 the Piston Slap Adjustment Program, including Plaintiff's right to notice of the Program and coverage  
6 under the Program, in accordance with the requirements of Civil Code Sections 1795.90 et seq.

7 WHEREFORE, Plaintiff, on Plaintiff's own behalf and on behalf of the Class, and where  
8 appropriate on behalf of the general public of California, prays for judgment as follows:

9 a. For an order certifying the Plaintiff Class and appointing Plaintiff and his counsel to  
10 represent the Class;

11 b. For an order awarding Plaintiff and the members of the Class restitution, disgorgement,  
12 and/or other equitable relief as the Court deems proper;

13 c. For an order enjoining Defendant from continuing to engage in unlawful business  
14 practices, as alleged herein;

15 d. For an order awarding Plaintiff and the members of the Class pre-judgment and post-  
16 judgment interest;

17 e. For an order awarding Plaintiff and the members of the Class reasonable attorneys' fees  
18 and costs of suit, including expert witness fees, pursuant to, among other things, Code of Civil Procedure  
19 Section 1021.5;

20 f. For an order declaring that GM's acts and practices whereby it has offered some, but not  
21 all, Class members an extended warranty in the form of the Piston Slap Adjustment Program violate  
22 Sections 1795.90 et seq.;

23 g. For an order declaring that GM must comply with Sections 1795.90 et seq.; and

24 h. For an order awarding such other and further relief as this Court may deem just and  
25 proper.

26 //

27 //

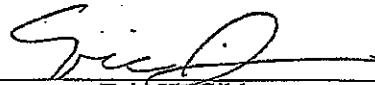
28 //

1                   **DEMAND FOR JURY TRIAL**

2                   Plaintiff hereby demands a trial by jury on all claims so triable.

3                   Respectfully submitted,

4                   Dated: August 13, 2004

5                   by:   
Eric H. Gibbs

6                   Dylan Hughes  
7                   Allison Ehlert  
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18                  Attorneys for Plaintiff, the Proposed Class, and  
19                  the General Public of California

**CERTIFICATE OF SERVICE**

I, Sue M. Querubin, hereby declare as follows:

I am employed by Girard Gibbs & De Bartolomeo, A Limited Liability Partnership, 601 California Street, Suite 1400, San Francisco, California 94108. I am over the age of eighteen years and am not a party to this action. On August 13, 2004, I served the within document(s):

- 1. FIRST AMENDED CLASS ACTION COMPLAINT FOR UNLAWFUL, UNFAIR AND FRAUDULENT BUSINESS PRACTICES.**

on:

Wallace M. Allan

Wallace M. Julian  
Gregory R. Oxford

Gregory K. Okiro  
Eric Y. Kizilian

O'MELVENY & MYERS LLP

400 South Hope Street

Los Angeles, California 90071

Telephone: (213) 430-6645

Facsimile: (213) 430-6407

- by placing the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at San Francisco, California addressed as set forth below.

by personally delivering the document(s) listed above the person(s) at the address(es) set forth below.

by causing personal delivery by \_\_\_\_\_ of the document(s) listed above to the person(s) at the address(es) set forth above.

by depositing the document(s) listed above in a sealed envelope with delivery fees provided for a FedEx pick up box or office designated for overnight delivery, and addressed as set forth below.

by transmitting via facsimile the above listed document(s) to the fax number(s) set forth below on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed August 13, 2004, at San Francisco, California.

Sue M. Querubin

**Christopher Eandi**

---

From: Complex Civil EFiling [efilecomplex@occourts.org]  
Sent: Friday, August 13, 2004 4:06 PM  
To: cme@girardgibbs.com  
Subject: Re: Efiling Case: 04CC00554 - Tracking Number: 08132004160445-358

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Superior Court of California - County of Orange

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## Superior Court of California County of Orange

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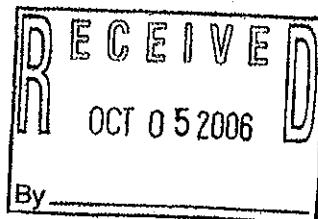
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# **EXHIBIT B**

ORIGINAL

1 Daniel C. Girard (State Bar No. 114826)  
2 Elizabeth C. Pritzker (State Bar No. 146267)  
3 Dylan Hughes (State Bar No. 209113)  
4 Lindy K. Lucero (State Bar No. 229582)  
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9 Facsimile: (415) 981-4846

10 Attorneys for Plaintiff Jason Anderson



ORIGINAL FILED  
NOV 08 2006  
LOS ANGELES  
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

GENERAL MOTORS CASES,

) Case No. JCCP 4396

FAXED

Included Actions:

) CLASS ACTION

16 Anderson v. General Motors Corp.

) [PROPOSED] ORDER GRANTING  
PLAINTIFF ANDERSON'S MOTION FOR  
CLASS CERTIFICATION

17 Peiten v. General Motors Corp.

)  
18 Ewing v. General Motors Corp. )  
Further Hearing Date: November 8, 2006  
19 Further Hearing Time: 10:30 a.m.  
20 Dept: CCW 322  
21 Judge: Hon. Peter D. Lichtman  
)

1 Plaintiff Jason Anderson's ("Plaintiff") Motion for Class Certification came on regularly for  
2 hearing on July 13, 2006. On July 25, 2006, the Court issued a minute order directing the parties to  
3 submit supplemental briefs addressing the applicability of the recent Court of Appeal decision in  
4 *Pfizer, Inc. v. Superior Court*, 141 Cal. App. 4th 290 (July 11, 2006) ("Pfizer"), to the Court's class  
5 certification determination.

6 The matter came before the Court for a second hearing, on September 12, 2006, to allow  
7 supplemental argument regarding the applicability or non-applicability of *Pfizer* to the class claims  
8 presented in this case. At that time, the Court invited Plaintiff to craft a modified class definition(s),  
9 and to submit further briefing in light of any proposed modified definition.

10 The matter came before the Court for a third hearing on November 8, 2006. All parties  
11 appeared through counsel.

12 The Court has reviewed all papers filed in connection with the Motion for Class Certification,  
13 including the supplemental memoranda of the parties addressing *Pfizer*, has considered the oral  
14 arguments of the parties, as well as the standards for class certification under Code of Civil Procedure  
15 § 382, and finds as follows:

16 1. The operative complaint in this action alleges causes of action for: (a) declaratory relief  
17 pursuant to California's Declaratory Relief Act, Code of Civil Procedure Section 1060; (b) unlawful  
18 business conduct in violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof.  
19 Code § 17200 *et seq.*, based on allegations that Defendant General Motors Corporation ("GM")  
20 violated provisions of California's Motor Vehicle Warranty Adjustment Programs Act (also known as  
21 the California "secret warranty" law), Civil Code § 1795.90 *et seq.*; and (c) unfair and fraudulent  
22 business conduct in violation of the UCL, based on allegations that GM concealed or failed to disclose  
23 that GM had a policy of offering General Motors Protection Plans ("GMPPs") to some owners and  
24 lessees of 1999-2003 model year Chevrolet Silverado trucks with specified engine types who complain  
25 to GM about engine knock concerns associated with their vehicles. See Plaintiff's First Amended  
26 Complaint ("Cmplt."), at ¶¶ 1-2, 20-48. The legal and factual predicate underlying each claim is  
27 Plaintiff's allegation that GM has established and maintains a "secret" adjustment program, in

1 violation of Civil Code § 1795.90 *et seq.*, through which GM provides a GMPP to some, but not all,  
2 owners and lessees of the subject Silverado vehicles who complain about an engine knock condition  
3 variously described as "piston slap," "piston noise," "cold engine knock," "rough idle," "piston skirt  
4 slap," "piston noise," "cold start engine piston slap," "cold piston slap," "cold piston knock," "piston  
5 slapping noise," "tapping," "ticking," "slapping," "pinging," "rattling," "vibrating," "carbon in the  
6 piston," "sounding like a diesel engine," or simply "engine knock condition prevalent in Chevy  
7 trucks." Plaintiff seeks a declaration of rights, an injunction, as well as restitution, disgorgement and  
8 rescission.

9 2. Plaintiff seeks to certify this action on behalf of California residents, and proposes two  
10 alternative class definitions as follows:

11 **PROPOSED CLASS DEFINITION # 1:** "All California owners and lessees of 1999-  
12 2003 model year Chevrolet Silverados equipped with 4.8L, 5.3L, 6.0L or 8.1L engines  
13 who were not given notice of the condition giving rise to or the terms and conditions of  
General Motors' Engine Knock Noise Adjustment Program."

14 Or

15 **PROPOSED CLASS DEFINITION # 2:** "All California owners and lessees of 1999-  
16 2003 model year Chevrolet Silverados equipped with 4.8L, 5.3L, 6.0L or 8.1L engines  
17 who: (1) have engine "knock, ping or slap" noise in their vehicle(s); AND (2) were not  
given notice of the condition giving rise to or the terms and conditions of General  
Motors' Engine Knock Noise Adjustment Program."

19 3. Plaintiff has satisfied the standing requirements of Proposition 64 and *Californians for*  
20 *Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006) (applying Proposition 64 to pending UCL  
21 actions) for two reasons.

22 a. First, Plaintiff alleges an "injury in fact" and a loss of property that is common  
23 to Plaintiff and to all Class members. As discussed, above, Plaintiff's claims under the unlawful prong  
24 of the UCL stem from the assertion that GM violated the Motor Vehicle Warranty Adjustment  
25 Programs Act, Cal. Civ. Code § 1795.90 *et seq.*, by among other things: (1) adopting a policy or  
26 program of providing a free GMPP to some, but not all, owners and lessees of Silverado trucks who  
27 complain about engine knock concerns, in violation of Civil Code § 1795.90; (2) failing to notify, by  
28

1 first-class mail or otherwise, all affected Class members of the existence, terms and conditions of  
2 GM's "secret" adjustment program, in violation of Civil Code § 1795.92(a) and (b); (3) failing to  
3 notify its dealers, in writing, of all of the terms and conditions of the program, in violation of Civil  
4 Code § 1795.92(c); and (4) failing to reimburse owners and lessees of subject vehicles for repairs or  
5 other expenses, including for the purchase of GMPPs or for service repairs incurred prior to having  
6 knowledge of GM's policy or program, in violation of Civil Code § 1795.92(d) and (e). See FAC, ¶¶  
7 32-41. These allegations satisfy Proposition 64's new "injury in fact" requirements for standing under  
8 the UCL. Plaintiff alleges a concrete and particularized injury, arising from GM's failure to provide  
9 Plaintiff and Class members with required legal notice of its program, and thereby deprived Plaintiff  
10 and the Class of their statutory rights to notice and the opportunity to make a claim for reimbursement  
11 under the Motor Vehicle Warranty Adjustment Programs Act, Civil Code §§ 1795.90 *et seq.* As  
12 required for constitutional standing, the alleged "injury in fact" is directly traceable to GM's actions,  
13 and can be redressed by a favorable decision directing GM to comply with its obligations under the  
14 law. See Friends of the Earth, Inc. v. Laidlaw Envtl. Servs., Inc., 528 U.S. 167, 180-81 (2000) (citing  
15 Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61 (1992)); see also FEC v. Akins, 524 U.S. 11, 21-  
16 22 (1998) (voters alleging inability to obtain campaign-related information stated an "injury in fact"  
17 for purposes of standing to compel lobbying group to make disclosures required under Federal Election  
18 Campaign Act); Havens Realty Corp. v. Coleman, 455 U.S. 363, 373-74 (1982) (testers who were  
19 given false information about housing availability alleged "injury in fact" to statutory right to truthful  
20 housing information); Warth v. Seldin, 422 U.S. 490, 500 (1975) (violation of statute creating legal  
21 rights is an "injury in fact" for standing purposes under the United States Constitution); Serena v.  
22 Mock, No. 5-06-1262, 2006 U.S. Dist. LEXIS 54359, \*11 (E.D. Cal. Aug. 4, 2006) (prospective grand  
23 jurors who did not receive an "equal notice of the opportunity to apply for grand jury service" alleged  
24 "injury in fact" and had standing to challenge defendants' unequal recruitment process for grand jury  
25 membership). Plaintiff also alleges the "loss of property" as a result of GM's conduct, i.e., the loss of  
26 "a valuable right or interest protected by law." In Re L.T., 103 Cal. App. 4th 262, 265 (2002)  
27 (observing that "valuable right[s] or interest[s] protected by law" are "property") (citations and internal  
28

1 quotation marks omitted); see also *Downing v. Municipal Court*, 88 Cal. App. 2d 345, 350 (1948) (loss  
2 of "property" may include loss of "any right or interest protected by law") (citations and internal  
3 quotation marks omitted); Civil Code § 655 ("There may be ownership . . . of rights created or granted  
4 by statute."). Additionally, although not required, Plaintiff alleges the "loss of money," here, the loss  
5 of monies he expended to purchase a GMPP in the absence of notice of GM's "adjustment program."

6 b. Second, Plaintiff's claims under the unfair or fraudulent prongs of the UCL all  
7 arise from an alleged common course of deceptive conduct. This common course of conduct is  
8 described in the operative complaint as GM's "conceal[men]t or failure to disclose," to Plaintiff and to  
9 Class members, that GM had a policy of offering GMPPs to some, but not all, owners or lessees of  
10 subject Silverado trucks who complain to GM about engine knock concerns. See FAC, ¶¶ 45-46.  
11 Where, as here, Plaintiff alleges an "injury in fact" arising from an allegedly common material  
12 omission, the standing and typicality requirements of Proposition 64 and Code of Civil Procedure  
13 § 382 are satisfied, because "proof as to the representative plaintiff[] [Jason Anderson] will supply  
14 proof as to all" Class members. See *In Re Tobacco II Cases*, Case No. D046435, 2006 Cal. App.  
15 LEXIS 1353, \*16 (Sept. 5, 2006) (internal citations and quotation marks omitted); *Vasquez v. Superior*  
16 *Court*, 4 Cal. 3d 800, 814 (1971); *Occidental Land, Inc. v. Superior Court*, 18 Cal. 3d 355, 363 (1976);  
17 *Mass. Mutual Life Ins. Co. v. Superior Court*, 97 Cal. App. 4th 1282, 1292-93 (2002).

18 4. In making the above findings, the Court has read and considered the recent Court of  
19 Appeal decision in *Pfizer, Inc. v. Superior Court*, 141 Cal. App. 4th 290 (July 11, 2006).

20 5. Plaintiff has defined an ascertainable Class. An ascertainable class turns on three  
21 things: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class  
22 members. See *Miller v. Woods*, 148 Cal. App. 3d 862, 873 (1983). If a class definition is sufficiently  
23 clear and objective to allow the court to use it to determine membership, the ascertainability  
24 requirement is met. See *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 704-06 (1967) (finding that a class  
25 consisting of all customers of taxi company over a four-year period was ascertainable). The Court  
26 finds there is an ascertainable Class, consisting of [choose one]:

1        "All California owners and lessees of 1999-2003 model year Chevrolet Silverados  
2        equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who were not given notice of the  
3        condition giving rise to or the terms and conditions of General Motors' Engine  
4        Knock Noise Adjustment Program."

5        OR

6        "All California owners and lessees of 1999-2003 model year Chevrolet Silverados  
7        equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who: (1) have engine "knock, ping  
8        or slap" noise in their vehicle(s); AND (2) were not given notice of the condition  
9        giving rise to or the terms and conditions of General Motors' Engine Knock Noise  
10      Adjustment Program."

11     The Court also finds that the Class, which consists of thousands of owners and lessees of the subject  
12      vehicles, is numerous and that it is impracticable to bring all members of the Class before the Court.  
13     The Court also finds that the members of the Class may be identified by Defendant's records.  
14     Accordingly, the ascertainability requirement is met.

15     6. Members of the proposed Class share a well-defined community of interest in the  
16      common questions of law and fact raised by this case. The common issues of law and fact consist of  
17      the following:

18        a. Whether GM has established and maintains an "adjustment program" within the  
19      meaning of Civil Code § 1795.90(d);

20        b. Whether GM has complied with its statutory duties under Civil Code  
21      §§ 1795.92(a)-(c), to provide mailed notice of the existence, terms and conditions of its "adjustment  
22      program" to all owners and lessees of the subject Class vehicles; to provide copies of all mailed notices  
23      to the New Motor Vehicle Board within the Department of Motor Vehicles and make the notices  
24      available for public inquiries; and to provide written notice to dealers of all terms and conditions of the  
25      "adjustment program";

26        c. Whether GM has complied with its statutory duties under Civil Code  
27      §§ 1795.92(d)-(e), to implement procedures to assure reimbursement of each owner or lessee eligible  
28      under GM's "adjustment program" who incurs expenses for repair of a condition subject to the  
29      program prior to acquiring knowledge of the program;

1                   d.     Whether GM violated its statutory obligations under Civil Code § 1795.90 *et seq.*, and thus violated the UCL;

2                   e.     Whether GM engaged in unlawful, unfair, or fraudulent business practices and  
3 thus violated the UCL;

4                   f.     Whether Plaintiff and Class members are entitled to a declaration of their rights  
5 in connection with GM's "adjustment program" under the Declaratory Relief Act; and

6                   g.     Whether Plaintiff and Class members are entitled to equitable relief in the form  
7 of an injunction, restitution, reimbursement, and/or rescission.

8                  7.     No individual issues predominate over these common issues. Plaintiff alleges that GM's  
9 wrongdoing is the same as to each Class member. The central predominant question is whether GM  
10 has established, maintains, and offers an "adjustment program" within the meaning of Civil Code  
11 § 1795.90(d). All members of the proposed Class have an interest in this central predominant  
12 question, and, if GM has instituted an adjustment policy, the related predominant questions of whether  
13 GM has complied with its duties under Motor Vehicle Warranty Adjustment Programs Act, including  
14 its statutory duties to: (a) notify all Class members about the existence and terms of its adjustment  
15 program; (b) provide Class members with coverage under the program; and (c) reimburse Class  
16 members for repair expenses subject to the adjustment program that they incurred prior to learning  
17 about the program. See Cal. Civ. Code § 1795.92. All of these questions can be resolved by reference  
18 to common legal arguments and proof, and none depends upon or implicates individualized issues of  
19 fact or law. See *In Re Tobacco II Cases*, 2006 Cal. App. LEXIS 1353 at \*16; accord *Lebrilla v.*  
20 *Farmers Group, Inc.*, 119 Cal. App. 4th 1070, 1072-73 (2004) (granting class certification when  
21 plaintiffs' allegations concerned defendant's uniform practice of wrongdoing); *Reyes v. Board of*

22 *Supervisors*, 196 Cal. App. 3d 1263, 1267 (1987) (same); see also *Sav-On Drug Stores, Inc. v.*  
23 *Superior Court*, 34 Cal. 4th 319, 340 (2004) ("It would be neither efficient nor fair to anyone,  
24 including defendants, to force multiple trials to hear the same evidence and decide the same issues.")  
25 (internal citation and quotation marks omitted).

26  
27  
28

1       8. To try Plaintiff's claims on a class-wide basis will require only that Plaintiff present  
2 proof that is common to all Class members. Examples of this common proof include interpretations of  
3 Civil Code § 1795.90 *et seq.*; testimony and documentary evidence concerning GM's program and  
4 policy regarding its offer of GMPPs to owners and lessees of subject Class vehicles; and expert  
5 testimony about the "engine knock" conditions at issue. If Plaintiff proves that GM maintained an  
6 "adjustment program" within the meaning of Civil Code § 1795.90, but failed to comply with its  
7 statutory duties as set forth in Civil Code § 1795.92 in violation of Bus. & Prof. Code § 17200 *et seq.*,  
8 the Court may issue an order requiring GM to comply with its statutory obligations, including: (a)  
9 providing the notice to all Class members of the existence of the program, the condition giving rise to  
10 the program, and the principal terms and conditions of the program; and (b) implementing procedures  
11 to assure reimbursement of each Class member eligible under GM's "adjustment program" who incurs  
12 expenses for repair of a condition subject to the program prior to acquiring knowledge of the program.  
13 The fact that different amounts of reimbursement may be claimed by or owed to different Class  
14 members does not defeat commonality: "[T]he necessity for class members to prove their own  
15 damages does not mean individual fact questions predominate." *Clothesrigger v. GTE Corp.*, 191 Cal.  
16 App. 3d 605, 617 (1987).

17       9. Plaintiff and his counsel will fairly and adequately represent the Class. Because  
18 Plaintiff's claims in this case arise from the same conduct directed against all Class members, his  
19 claims are typical of those of the Class. Plaintiff has no interests that are adverse or antagonistic to the  
20 interests of the Class. Plaintiff has also retained experienced counsel, competent in class action  
21 litigation under state and federal law.

22       10. A class action is the superior method to adjudicate the claims of Plaintiff and Class  
23 members, and will confer substantial benefit on both Class members and the judicial system.  
24 California strongly favors the use of class actions to address consumer protection claims. See Sav-On  
25 Drug Stores, Inc., 34 Cal. 4th at 340; *California v. Levi Strauss & Co.*, 41 Cal. 3d 460, 471 (1986);  
26 *Richmond v. Dart Indus., Inc.*, 29 Cal. 3d 462, 469 (1981). Here, Plaintiff, Class members, and even  
27 GM will derive substantial benefit from a single adjudication regarding GM's compliance or non-

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1 compliance with the provisions of the Motor Vehicle Warranty Adjustment Programs Act, Civil Code  
2 § 1705.90 *et seq.* Because the complexity and cost of litigating individual claims for alleged violations  
3 of the Act effectively forecloses the filing of individual cases, a class action gives Class members the  
4 only practical means of redress. Use of the class action device will also benefit the judicial system, as  
5 it will allow the claims of thousands of Class members to be adjudicated in one action, thus promoting  
6 efficiency, avoiding the multiplicity of separate actions that would otherwise be required, and avoiding  
7 the danger of inconsistent results.

8 **IT IS THEREFORE ORDERED** that:

- 9 1. The Court certifies this case as a class action pursuant to Code of Civil Procedure § 382.  
10 2. The Court hereby appoints Plaintiff Jason Anderson as the representative for the Class.  
11 3. The Court hereby appoints the law firm of Girard Gibbs LLP, 601 California Street,  
12 Suite 1400, San Francisco, California 94108, as counsel for the Class.  
13 4. The Court certifies the following Plaintiff Class [choose one]:

14 "All California owners and lessees of 1999-2003 model year Chevrolet Silverados  
15 equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who were not given notice of the  
16 condition giving rise to or the terms and conditions of General Motors' Engine  
17 Knock Noise Adjustment Program."

18 *OR*  
19 "All California owners and lessees of 1999-2003 model year Chevrolet Silverados  
20 equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who: (1) have engine "knock, ping  
21 or slap" noise in their vehicle(s); AND (2) were not given notice of the condition  
22 giving rise to or the terms and conditions of General Motors' Engine Knock Noise  
23 Adjustment Program."

24 Excluded from the Class are Defendant, any entity in which Defendant has a controlling interest, any  
25 of the officers, directors or employees of Defendant, and the legal representatives, heirs, successors,  
26 and assigns of Defendant.

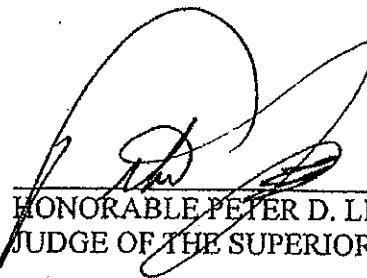
27 //

28 //

1       5. Plaintiff's counsel and Defendant's counsel shall meet and confer on the form of a  
2 notice to be mailed to all members of the Class, and shall submit the notice within three weeks after  
3 entry of this Order. Counsel shall also meet and confer on the costs associated with giving notice to  
4 the Class. If the parties cannot agree on these issues, Plaintiff's counsel shall so inform the Court by  
5 letter.

6       IT IS SO ORDERED.

7  
8 DATED: 11/8, 2006



HONORABLE PETER D. LICHTMAN  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT C**

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9 Attorneys for Defendant  
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10 Of Counsel  
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12 GENERAL MOTORS CORPORATION  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

18 Coordination Proceeding Special Title ) Case No. JCCP4396  
19 (Rule 1550(c)) )  
20 GENERAL MOTORS CASES ) CERTIFIED CLASS ACTION  
21 \_\_\_\_\_ )  
22 This Document Relates to: ) STIPULATION OF SETTLEMENT  
23 JASON ANDERSON, on behalf of himself )  
and all others similarly situated, )  
24 Plaintiff, )  
25 v. )  
26 GENERAL MOTORS CORPORATION )  
27 Defendant. )

1           This Stipulation of Settlement (the "Agreement") between Plaintiff Jason  
2 Anderson and the Class (as defined below) and defendant General Motors Corporation  
3 ("GM") is intended to fully, finally and forever resolve, discharge and settle the lawsuit  
4 styled *Jason Anderson v. General Motors Corporation*, pending in this Court under  
5 JCCP 4396 (the "Action") and all matters raised therein, subject to the terms and  
6 conditions hereof and approval by the Court.

7           **I. RECITALS.**

8           1.1. Plaintiff Anderson filed this Action individually and on behalf of a  
9 proposed Class (further defined below) which includes California owners and lessees of  
10 Model Year 1999-2003 Chevrolet Silverados equipped with 4.8 liter (LR4), 5.3 liter  
11 (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines ("Class Vehicles"). Plaintiff  
12 contends that GM violated the Unfair Competition Law ("UCL"), by creating an  
13 "adjustment program" under the Motor Vehicle Warranty Adjustment Programs statute  
14 ("MVWAP"), Civ. Code § 1795.90 *et seq.*, without providing Class Members with  
15 notices and/or repair reimbursements under Civ. Code § 1795.92. Specifically, plaintiff  
16 contends that GM created an "adjustment program" by offering certain owners and  
17 lessees of Class Vehicles General Motors Protection Plans ("GMPPs") or other benefits  
18 when they complained that their vehicles have or have had piston or piston pin noise at  
19 initial start up that goes away shortly after the engine warms up ("Start Noise"). GM  
20 denies that it has created an "adjustment program" under MVWAP, denies that it was  
21 required to provide Class Members with notices and/or repair reimbursements and  
22 denies that it has violated the UCL.

23           1.2. MVWAP defines the term "adjustment program" as follows:

24           "Adjustment program" means a program or policy that expands or extends the  
25 consumer's warranty beyond its stated limit or under which a manufacturer  
26 offers to pay for all or any part of the cost of repairing, or to reimburse  
27 consumers for all or any part of the cost of repairing, any condition that may  
substantially affect vehicle durability, reliability, or performance, other than  
service provided under a safety or emission-related recall campaign.

**“Adjustment program”** does not include ad hoc adjustments made by a manufacturer on a case-by-case basis. [Civ. Code § 1795.90(d)]

3       1.3. Plaintiff claims that the GMPP offers constituted an “adjustment  
4 program” because the GMPPs “extend” or “enlarge” the GM limited new vehicle  
5 warranty and, alternatively, because the GMPPs pay or reimburse repair expenses for  
6 “any condition that may substantially affect vehicle durability, reliability or  
7 performance.”

8        1.4. GM denies all allegations of wrongdoing asserted in the Action and denies  
9 liability under any cause of action asserted therein. Specifically, GM contends that it  
10 offered the GMPPs to a small number of customers on a case-by-case basis for purposes  
11 of customer satisfaction, and that it did not create an “adjustment program” because the  
12 GMPPs are not warranties, but instead are service contracts that do not extend or  
13 enlarge the GM limited new vehicle warranty and do not pay or reimburse repair  
14 expenses for the Start Noise which they were intended to address. GM further contends  
15 that Start Noise has no adverse effect on the durability, reliability or performance of the  
16 vehicle engine.

17        1.5. The Parties recognize that the outcome of the Action is uncertain, in that  
18 the ultimate resolution of this Action would depend upon judicial construction of the  
19 reach and applicability of provisions of the MVWAP that have not been interpreted by  
20 any state appellate court, and that pursuing the Action to a litigated judgment and a  
21 possible appeal under the circumstances would entail substantial cost, risk and delay.

22           1.6. Representative Plaintiff and Class Counsel have conducted an  
23 investigation and evaluation of the factual and legal issues raised by the claims asserted  
24 in the Action and believe that, in light of the cost, risk and delay of continued litigation  
25 balanced against the benefits of the settlement set forth in this Agreement, that such  
26 settlement is in the best interests of the, and is fair, reasonable and adequate, for the  
27 Class as a whole.

1        1.7. GM expressly denies any wrongdoing and does not admit or concede any  
2 actual or potential fault, wrongdoing or liability in connection with any facts or claims  
3 that have been or could have been alleged against it in the Action. GM denies that  
4 Plaintiff or any Class Members have suffered damage or were harmed by the conduct  
5 alleged. GM has concluded, however, that it is desirable to settle the Action upon the  
6 terms and conditions set forth herein because it will (i) fully resolve all claims raised in  
7 the Action; (ii) avoid the expense, burdens and uncertainties of continued litigation; and  
8 (iii) promote customer satisfaction with GM and Chevrolet vehicles.

9           1.8. Plaintiff and GM therefore stipulate, after good faith, arms-length  
10 negotiations in a settlement conference before the Honorable Carl J. West, and subject  
11 to the approval of the Court, that the Action shall be compromised, settled, released, and  
12 dismissed with prejudice upon and subject to the following terms and conditions:

## II. DEFINITIONS.

14 As used in this Agreement and the exhibits hereto the following terms have the  
15 meanings specified below:

16        2.1. "Action" means the lawsuit styled *Jason Anderson v. General Motors*  
17        *Corporation*, pending in this Court under JCCP 4396.

18           2.2. “Applicable Warranty Period” means the Limited New Vehicle Warranty  
19 Period (3 years or 36,000 miles, whichever comes first), EXCEPT THAT only for  
20 purposes of this Agreement for those Class Members who purchased a General Motors  
21 Protection Plan (“GMPP”), the Applicable Warranty Period means the time and mileage  
22 limitations in the Class Member’s GMPP (for example, 4 years or 50,000 miles,  
23 whichever comes first, as specified in the Class Member’s GMPP).

24        2.3. "Attorneys' Fees" means the amount awarded by the Court to Class  
25 Counsel to compensate them, and any other attorneys for Plaintiff or the Class in the  
26 Action, and is inclusive of all attorneys' fees of any kind in connection with the Action.  
27 GM agrees not to oppose Class Counsel's application for an award of Attorneys' Fees

1 up to the maximum of \$1,950,000.00 and agrees to pay the sum awarded by the Court  
2 as provided in this Agreement as long as it does not exceed that sum.

3       2.4. “Authorized GM Dealer,” unless otherwise specified, means any GM  
4 dealer in California that is (or at the relevant time was) a signatory to an existing and  
5 effective General Motors Corporation Dealer Sales and Service Agreement.

6       2.5. “Claim” means a claim to receive a cash payment or other settlement  
7 benefit under paragraphs 3.1 through 3.6 of this Agreement. A Claim consists of a  
8 Claim Form signed under penalty of perjury and any documentation required by  
9 paragraphs 3.3, 3.4, 3.5 or 3.6 of this Agreement.

10      2.6. “Claim Deadline” means 45 days after the date that the Final Notice and  
11 Claim Forms (defined below) are mailed to Class Members.

12      2.7. “Claim Form” means the forms attached hereto as Exhibits E-1, E-2 and  
13 E-3, only one of which will be sent to each potential Class Member along with the Final  
14 Notice as follows:

15           Exhibit E-1:       Class Members who, according to GM or GMAC Insurance  
16                                  records, *purchased* GMPPs within 90 days of retail delivery  
17                                  of their Class Vehicle;

18           Exhibit E-2:       Class Members who, according to GM or GMAC Insurance  
19                                  records, *purchased* GMPPs more than 90 days after retail  
20                                  delivery of their Class Vehicle;

21           Exhibit E-3:       All other Class Members.

22      2.8. “Class” or “Class Members” are as described in the November 8, 2006  
23 order certifying this Class Action, as follows: “All California owners and lessees of  
24 1999 through 2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4),  
25 5.3 liter (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines who: (1) have an  
26 engine “knock, ping or slap noise” in their vehicles; (2) were not given notice of the  
27 condition giving rise to or the terms and conditions of GM’s Engine Knock Noise

1 Adjustment Program.” For purposes of this Agreement, “knock, ping or slap noise” has  
2 the same meaning as “Start Noise” or “Constant Noise” (defined below). Excluded  
3 from the Class are those California owners and lessees of 1999 through 2003 model  
4 year Chevrolet Silverados who timely requested to be excluded from the Class on or  
5 prior to August 15, 2007. Subrogees, assignees and other third parties are not Class  
6 Members, are not eligible to receive any benefits under this Agreement and are not  
7 subject to any releases executed by or on behalf of the Representative Plaintiff or Class  
8 Members.

9       2.9. “Class Action Settlement Notice” means the notice, substantially in the  
10 form attached hereto as Exhibit C, provided to potential Class Members after issuance  
11 of the Preliminary Approval Order.

12       2.10. “Class Counsel” means Girard Gibbs LLP, 601 California Street, 14th  
13 Floor, San Francisco, California 94108.

14       2.11. “Class Vehicles” mean 1999 through 2003 model year Chevrolet  
15 Silverados equipped with 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, LQ9) or 8.1  
16 liter (L18) engines.

17       2.12. “Constant Noise” means piston or piston pin noise that is not “Start  
18 Noise” (defined below), for example noise that continues after the engine warms up or  
19 that begins after the engine has warmed up.

20       2.13. “Court,” unless specifically stated otherwise, means the Superior Court of  
21 the State of California for the County of Los Angeles.

22       2.14. “Defendant’s Counsel” means Isaacs Clouse Crose & Oxford LLP, 21515  
23 Hawthorne Boulevard, Suite 950, Torrance, California 90503.

24       2.15. “Documented Costs and Expenses” means the amount of reasonable and  
25 documented out-of-pocket costs and expenses incurred by Plaintiff or Class Counsel,  
26 shown by their application for reimbursement filed prior to the Fairness Hearing and  
27 awarded by the Court, inclusive of past notice costs due to the Garden City Group of  
28

1 approximately \$93,000.00. Documented Costs and Expenses will not exceed the total  
2 sum of \$215,000.00 in the aggregate without GM's approval.

3           2.16. "Effective Date" means the later of (a) the date upon which the time for  
4 seeking appellate review of the Final Judgment (by appeal or otherwise) shall have  
5 expired; or (b) the date upon which the time for seeking appellate review of any  
6 appellate decision affirming the Final Judgment (by appeal or otherwise) shall have  
7 expired and all appellate challenges to the Final Judgment shall have been dismissed  
8 with prejudice without any person having any further right to seek appellate review  
9 thereof (by appeal or otherwise).

10           2.17. "Fairness Hearing" means the hearing scheduled for a date approximately  
11           75 days after the mailing of the Class Action Settlement Notice at which the Court will  
12           consider whether to approve the Agreement as fair, reasonable, and adequate; will  
13           consider the proposed Incentive Award to the Representative Plaintiff, the proposed  
14           award of Attorneys' Fees to Class Counsel, and the proposed reimbursement of any  
15           Documented Costs and Expenses to Class Counsel; will consider whether to enter the  
16           Final Judgment; and will make such other rulings as are contemplated by this  
17           Stipulation.

18        2.18. "Final Judgment" means the judgment, substantially in the form attached  
19 hereto as Exhibit A, to be entered by the Court in the Action finally approving this  
20 Agreement and dismissing the Action with prejudice.

21        2.19. "Final Notice" means the notice mailed to Class Members in substantially  
22 the form annexed as Exhibit D within twenty-one (21) days of entry of Final Judgment  
23 along with appropriate Claim Forms.

24 || 2.20. "GM" means Defendant General Motors Corporation.

25        2.21. "Incentive Award" means such incentive payment to the Representative  
26 Plaintiff as may be awarded by the Court upon Class Counsel's request, in an amount  
27 not to exceed \$7,500.00.

1           2.22. "Limited Warranty Period" means the warranty period specified in the  
2 Chevrolet New Vehicle Warranty (3 years or 36,000 miles, whichever comes first).

3           2.23. "Parties" or "Party" means the Representative Plaintiff and/or Defendant  
4 GM.

5           2.24. "Preliminary Approval Order" means the Court's order preliminarily  
6 approving the terms of this Agreement as fair, adequate, and reasonable, including the  
7 Court's approval of the form and manner of giving notice to potential Class Members,  
8 substantially in the form attached hereto as Exhibit B.

9           2.25. "Released Claims" means any and all claims, demands, causes of actions  
10 or liabilities, including but not limited to those for alleged violations of any state or  
11 federal statutes, rules or regulations, and all common law claims, including Unknown  
12 Claims as defined herein, based on or related in any way to (a) Start Noise or Constant  
13 Noise in Class Vehicles; or (b) the factual allegations and legal claims that were made  
14 in the Action, including any claim that any repair arguably covered by a GMPP should  
15 have been paid for, reimbursed or provided to Class Members pursuant to MVWAP.  
16 Released Claims do not include claims for personal injury, or claims based on or related  
17 to engine noise conditions in Class Vehicles other than Start Noise or Constant Noise.  
18 Consistent with the express terms of this Agreement, subrogation claims are not being  
19 released as part of this settlement.

20           2.26. "Representative Plaintiff" means Jason Anderson, the named plaintiff in  
21 the Action.

22           2.27. "Start Noise" means piston or piston pin noise that occurs at initial engine  
23 start-up and disappears shortly after the engine warms up

24           2.28. "Unknown Claims" means any Released Claim that Plaintiff or Class  
25 Members do not know or suspect to exist at the time of the release provided for herein,  
26 including without limitation those that, if known, might have affected the Class

- 1 Member's settlement and release pursuant to the terms of this Agreement or the Class
- 2 Member's decision not to object to the settlement terms memorialized herein.

3           2.29. "Unreimbursed Repair Expenses" means the amount of any repair expense  
4 or partial repair expense paid by the Class Member which is not and was not (a) paid for  
5 or reimbursed under the terms of the Class Member's extended warranty, service  
6 contract or GMPP, (b) payable or reimbursable under the terms thereof, and (c) paid for  
7 or reimbursed by GM or any Authorized GM dealer.

8        2.30. "Valid Claim" means and refers to a Claim that has been deemed eligible  
9 for payment or other relief in accordance with the terms of this Agreement.

10           **III. CLASS RELIEF, CLASS NOTICE AND CLAIMS ADMINISTRATION,**  
11           **ATTORNEYS' FEES AND COSTS**

12           3.1. The following relief is available to Class Members who submit Valid  
13 Claims.

14        3.2. Class Members can make Claims for multiple settlement benefits and  
15 receive all benefits for which they are eligible, conditioned upon submission of a signed  
16 and valid Claim Form and any required documents as further provided below. This  
17 includes benefits for multiple Unreimbursed Repair Expenses, again conditioned on  
18 eligibility and submission of a signed and valid Claim Form and any required  
19 documents.

### 3.3 Reimbursement of Purchase Price of GMPPs.

21 By using available GM or GMAC Insurance records, GM will identify Class  
22 Members who purchased General Motors Protection Plans (“GMPPs”) for Class  
23 Vehicles and determine which of them purchased their GMPPs (a) within 90 days of  
24 retail delivery of their Class Vehicle and (b) more than 90 days thereafter. These Class  
25 Members will be eligible for reimbursement of the purchase price of their GMPPs  
26 subject to the provisions of Paragraphs A or B below if they (1) complete and return a  
27 timely and valid Claim Form (in the form of Exhibits E-1 or E-2 hereto), and (2) in the

1 case of Exhibit E-1 Claim Forms only, submit the required documentation described  
2 below.

3           **A. GMPP Purchasers Within 90 Days of Retail Delivery.** GM will  
4 reimburse each Class Member in this group for the purchase price  
5 of the GMPP paid by the Class Member if the Class Member  
6 completes, signs under penalty of perjury and returns an Exhibit E-  
7 1 Claim Form and supplies appropriate documentation showing  
8 that his or her Silverado has or had Start Noise by the Claim  
9 Deadline.

10           **B. GMPP Purchasers More Than 90 Days After Retail Delivery.**  
11 GM will reimburse each Class Member in this group for the  
12 purchase price of the GMPP paid for by the Class Member if the  
13 Class Member completes, signs under penalty of perjury and  
14 returns a signed Exhibit E-2 Claim Form by the Claim Deadline.

15           **3.4. Reimbursement of Customer-Paid Start Noise Repair Expense.** For  
16 each Class Member who during the Applicable Warranty Period incurred Unreimbursed  
17 Repair Expenses for a repair to address concerns about Start Noise, upon timely receipt  
18 of (i) the Class Member's completed, signed and valid Claim Form (E-1, E-2 or E-3)  
19 attesting under penalty of perjury that he or she paid for an engine repair to address a  
20 concern about Start Noise and (ii) appropriate documentation of the repair and repair  
21 expense (such as a dealer or third-party repair order), GM will fully reimburse the Class  
22 Member for the repair expense.

23           **3.5. Constant Noise Evaluation and Appropriate Repairs.**

24           (a) For each Class Member who completes, signs and returns a timely and  
25 valid Claim Form, attesting under penalty of perjury that prior to the expiration of the  
26 Limited Warranty Period the Class Member made inquiry or expressed concerns to an  
27 authorized GM dealer or GM about Constant Noise and did not receive a repair, GM

1 will, within twenty-one (21) days of the Effective Date mail the Class Member  
2 instructions explaining how the Class Member may obtain an engine noise evaluation  
3 from any authorized Chevrolet dealer in California. GM will, upon presentation of the  
4 Class Vehicle to an authorized Chevrolet dealer, cause the dealer to provide a current  
5 noise evaluation of the Class Vehicle at no cost to the Class Member.

6       (b) If the current noise evaluation confirms that the Class Vehicle has  
7 Constant Noise, GM will offer (at the Class Member's option) repairs to address,  
8 remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where  
9 needed replacement of appropriate components. Any Constant Noise Repair that is  
10 accepted by the Class Member pursuant to this paragraph will be performed at no cost  
11 to the Class Member.

12           **3.6. Reimbursement for Listed Engine Repairs.** For each Class Member  
13 who completes, signs and returns a timely and valid Claim Form (E-1, E-2 or E-3)  
14 attesting under penalty of perjury that (a) the Class Member made inquiry of or  
15 expressed concerns to an authorized GM dealer or GM about Start Noise prior to  
16 expiration of the Limited Warranty Period; and (b) the Class Member incurred  
17 Unreimbursed Repair Expenses for any of the engine repairs listed below within 6 years  
18 or 100,000 miles of retail delivery (whichever came first), GM will reimburse the Class  
19 Member for 75 percent (75 %) of the repair expense shown on appropriate written  
20 documentation of the repair such as a repair order. The engine repairs eligible for this  
21 reimbursement shall include only Unreimbursed Repair Expenses for the following  
22 engine components:

- 23           • cylinder block, heads, crankshaft and bearings  
24           • crankshaft seals – front and rear  
25           • camshaft and bearings  
26           • connecting rods and pistons  
27           • valve train (including valve seals, valve covers and internal parts)

- 1       • timing gears
- 2       • timing chain/belt and cover
- 3       • oil pump, oil pump housing, oil pan
- 4       • engine seals and gaskets
- 5       • lubricated internal engine parts
- 6       • water pump
- 7       • intake and exhaust manifolds
- 8       • flywheel
- 9       • harmonic balancer
- 10      • engine mounts

11      **3.7. GM's Right To Offset Prior Payments and Enforce Prior Settlements**  
12      **and Releases.** GM shall have the right to reduce any amount to be reimbursed by any  
13      amount previously paid by GM or any affiliate of GM for the same expense or that is or  
14      was payable or reimbursable under the Class Member's extended warranty, service  
15      contract, or GMPP. GM also shall have the right to enforce fully the terms of any  
16      release, judgment, arbitration award or other adjudication obtained in connection with  
17      any Class Member's prior claim concerning a Class Vehicle.

18      **3.8. Mailing of Class Action Settlement Notice.** Subject to the terms of the  
19      Preliminary Approval Order, GM or its designee shall, within thirty (30) days of entry  
20      of the Preliminary Approval Order cause the Class Action Settlement Notice to be sent  
21      by first-class mail to all Class Members whose names and mailing addresses appear on  
22      the vehicle registration data obtained from The Polk Company on or about May 30,  
23      2007, which data shall be updated prior to mailing using the U.S. Postal Service's  
24      NCOA (National Change of Address) database.

25      **3.9. Mailing of Final Notice and Claim Forms; Submission of Claims.** No  
26      later than twenty-one (21) days after entry of Final Judgment, GM shall cause the Final  
27      Notice, substantially in the form attached as Exhibit D, and the appropriate Claim

1 Forms (substantially in the forms attached as Exhibits E-1 through E-3) to be sent by  
2 first-class mail to all Class Members shown on the Class Action Settlement Notice  
3 mailing list compiled for the mailing pursuant to paragraph 3.8 above, which data shall  
4 be updated again prior to mailing using the U.S. Postal Service's NCOA (National  
5 Change of Address) database. Any Class Member may submit a Claim Form to GM at  
6 any time after receiving Final Notice and prior to the Claims Deadline.

7       **3.10. Claims Evaluation, Resolution and Payment.** GM agrees to process all  
8 Claims submitted pursuant to this Agreement in good faith consistent with the terms of  
9 this Agreement, and to disburse settlement payments to Class Members who submit  
10 timely Valid Claims. GM will carry out these duties in accordance with the procedures  
11 and guidelines set forth below. Consistent with the terms of this Agreement, Class  
12 Counsel reserves the right to respond to Class Member inquiries, to use reasonable  
13 efforts to resolve disputes, if any, in good faith with GM and, failing consensual  
14 resolution, to move the Court for an order compelling compliance with the terms and  
15 provisions of this Agreement.

16       **3.11. Claims Reporting, Processing and Resolution.**

17       (a) Within twenty-one (21) days of the Effective Date, GM shall do each of  
18 the following:

19               (i) send Class Counsel a list of Valid Claims (i.e., Class Member's  
20 name, address and VIN) (the "Valid Claims List") including the value of settlement  
21 benefits under paragraphs 3.3 through 3.6 of this Agreement;

22               (ii) send Class Counsel a list of Claims that either have been denied or  
23 reduced (pursuant to paragraph 3.7, above, or otherwise), and for each denied or  
24 reduced Claim a clear description of the basis for the denial or reduction;

25               (iii) send each Class Member whose Claim has been denied or reduced a  
26 written communication explaining the basis for the denial or reduction and informing  
27 the Class Member of his/her/its option to challenge the denial or reduction (as set forth  
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1 below), and furnish a copy of each such written communication and the Class Member's  
2 Claim Form to Class Counsel; and

3 (iv) send all Class Members whose Claims are determined to be  
4 deficient in one or more respects (e.g., because the Class Member forgot to sign the  
5 Claim Form), a deficiency notice informing the Class Member that he/she/it has 21 days  
6 after the receipt of that notice to cure the deficiency. If a Class Member fails to cure the  
7 deficiency within 21 days after receipt of the notice to cure, GM may deny the Claim  
8 and send the Class Member the written communication described in paragraph (ii)  
9 above (with a copy to Class Counsel).

10 (b) A Class Member may challenge a Claim denial or reduction by notifying  
11 GM and Class Counsel, by first-class mail or email, within 21 days after GM has mailed  
12 the notification of claim denial or reduction to the Class Member, and providing GM  
13 and Class Counsel a statement of the reason(s) the Class Member is disputing the Claim  
14 denial or reduction. GM and Class Counsel shall meet and confer in a good faith effort  
15 to resolve the Class Member's challenge.

16 (c) If, after good faith attempts at resolution, the Class Member, Class  
17 Counsel and GM are not able to agree on a disposition of the Class Member's Claim,  
18 the Class Member may instruct Class Counsel to submit the disputed Claim to Judge  
19 West, or if Judge West is unavailable, to Judge Lichtman or another judicial officer of  
20 the Los Angeles Superior Court to be agreed upon by the parties or assigned by the  
21 Court, for final resolution. As a convenience to the Class Member, GM, Class Counsel  
22 and the Court, the parties may combine all disputed Claims so they may be adjudicated  
23 together in a single proceeding. Subject to the calendar conditions of the Court, GM  
24 and Class Counsel agree to use their best efforts to submit any unresolved disputes to  
25 the Court within seventy-five (75) days of the Effective Date.

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### **3.12. Payment of Valid Claims.**

6 (b) Class Members eligible for settlement payments who receive a deficiency  
7 notice and who timely cure the deficiency will be sent a settlement check within fifteen  
8 (15) days after the deficiency has been cured and GM has determined the Claim to be a  
9 Valid Claim.

21       **3.13. Costs of Class Notice and Claims Administration.** GM stipulates and  
22 agrees that it will pay all notice and claims administration costs.

23           **3.14. Notice to Authorized Chevrolet Dealers in California.** GM shall  
24 prepare an advisory, which GM will share with Class Counsel, informing authorized  
25 Chevrolet dealers in California of the pertinent Settlement terms and procedures. GM  
26 shall send the advisory to Chevrolet dealers in California within twenty-one (21) days of  
27 the Effective Date.

1       **3.15. Spanish Language Notices.** Class Counsel shall, by no later than the  
2 date the Class Action Settlement Notice is mailed to Class Members, post English-  
3 language and Spanish-language versions of the Class Action Settlement Notice (which  
4 Spanish-language translation shall be paid for by GM as a claims administration  
5 expense under paragraph 3.13 above) on Class Counsel's website, at:  
6 [www.GirardGibbs/SilveradoSettlement.com](http://www.GirardGibbs/SilveradoSettlement.com).

7       **3.16. Attorneys' Fees and Documented Costs and Expenses, and Incentive  
8 Payment to Representative Plaintiff.** After an agreement was reached as to the  
9 principal terms and conditions of this Agreement, and with the assistance of Judge  
10 West, the Parties entered into discussions regarding an Incentive Award to the  
11 Representative Plaintiff, Attorneys' Fees for Class Counsel, and reimbursement of  
12 Class Counsel's Documented Costs and Expenses, as described herein. Pursuant to  
13 those discussions, the Parties agree that, prior to the Fairness Hearing and entry of the  
14 Final Judgment, Class Counsel may apply to the Court for an Incentive Award to  
15 Representative Plaintiff and for an award of Attorneys' Fees. GM agrees not to oppose  
16 either application provided that Class Counsel does not request an Incentive Award for  
17 Representative Plaintiff in excess of \$7,500.00, and does not request a total and all-  
18 inclusive Attorneys' Fees award in excess of \$1,950,000. GM also agrees not to oppose  
19 an application for reimbursement of Class Counsel's Documented Costs and Expenses,  
20 subject to reasonable documentation being provided to the Court, and provided that said  
21 application does not request reimbursement of Document Costs and Expenses in excess  
22 of \$215,000.

23       **3.17. GM's Payment Agreement.** Subject to the other terms of this  
24 Agreement, GM agrees to pay the Incentive Award and the Attorneys' Fees awarded by  
25 the Court provided that the Incentive Award does not exceed \$7,500.00, and the  
26 Attorneys' Fees award does not exceed \$1,950,000.00. GM also agrees to reimburse  
27 Class Counsel's Documented Costs and Expenses in the amount applied for and  
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1 awarded by the Court, subject to the limitations set forth in paragraph 3.16, above.  
2 Such payments will not reduce benefits available to Class Members nor will Class  
3 Members be required to pay any portion of the Incentive Award, Attorneys' Fees or  
4 Documented Costs and Expenses. The Class Notice will advise the Class Members of  
5 Class Counsel's intent to seek an award of Attorneys' Fees and an Incentive Award the  
6 Representative Plaintiff, including the amounts thereof. The amounts actually awarded  
7 by the Court shall not affect the other terms of the settlement which shall remain in full  
8 force and effect.

9       **3.18. Deposit of Funds.** Within five (5) business days of the Court granting  
10 final approval of the Settlement, GM in full satisfaction of its monetary obligations to  
11 Class Counsel will deposit all sums awarded as an Incentive Award for the  
12 Representative Plaintiff, all sums awarded as Attorneys' Fees for Class Counsel, and all  
13 sums awarded as reimbursement for Class Counsel's Documented Costs and Expenses,  
14 into an interest-bearing bank account established at Union Bank of California, 44  
15 Montgomery Street, San Francisco, California, or such other bank to be agreed upon by  
16 the Parties. Within ten (10) days of the Settlement's Effective Date, and absent any  
17 appeal by an objector from an order awarding an Incentive Award to the named plaintiff  
18 or awarding Attorneys' Fees to Class Counsel, GM will transfer the sums deposited in  
19 the Union Bank of California (or other agreed-upon) account, together with any accrued  
20 interest, from the Union Bank of California (or other agreed-upon) account to an  
21 Attorney-Client Trust Account established by Class Counsel as directed by Class  
22 Counsel. In the event that the Settlement does not become effective, GM retains all  
23 right to the amounts deposited in the Union Bank of California (or other agreed-upon)  
24 account and may withdraw and retain the full amounts deposited, including any interest  
25 earned. Notwithstanding the foregoing, in the event that a trial court ruling or appeal  
26 results in the reduction of the Incentive Award, Documented Costs and Expenses or  
27 Attorney's Fee Award, then GM on the later of ten days following the Effective Date or  
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1 ten days following the final disposition of any appeal shall transfer the reduced  
2 amount(s) awarded to Plaintiff and/or Class Counsel to Class Counsel's trust account,  
3 together with a pro rata share of the interest earned, and GM shall receive the remaining  
4 balance of the account, including a pro rata share of the interest earned.

5       **3.19. Limitation on GM's Liability.** GM shall have no liability or obligation  
6 to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of,  
7 any person, either directly or indirectly, in connection with this Action, the Agreement,  
8 or the proposed settlement, other than the amounts expressly provided for in the  
9 Agreement.

10           **IV. SETTLEMENT APPROVAL, RELEASE AND DEFAULT**

11       4.1. Promptly after execution of this Agreement, Plaintiff and GM will apply  
12 to the Court for entry of the proposed Preliminary Approval Order, attached hereto as  
13 Exhibit B, and setting of a hearing for the Court to consider (a) whether to make final its  
14 certification of the Class for purposes of the Settlement but not for trial purposes; (b)  
15 whether to grant final approval of the Settlement as fair, reasonable and adequate for the  
16 Class as a whole; (c) whether to grant Class Counsel's application for Attorneys' Fees,  
17 Documented Costs and Expenses and the Representative Plaintiff's Incentive Award  
18 and, if so, in what amounts; and (d) any related matters as appropriate ("Fairness  
19 Hearing").

20       4.2. GM shall cause the Class Action Settlement Notice to be printed and  
21 mailed to Class Members in accordance with the terms of the Preliminary Approval  
22 Order and paragraph 3.8 of this Agreement. No later than the day the motion for final  
23 approval of the Settlement is to be filed under the Preliminary Approval Order, GM or  
24 its designee will file an affidavit or declaration attesting it has mailed the Class Action  
25 Settlement Notice to Class Members in accordance with the Preliminary Approval  
26 Order.

1       4.3. In accordance with the Preliminary Approval Order or such other or  
2 further order of the Court, Class Counsel will file a motion for final approval of the  
3 Settlement and an application for Attorneys' Fees, Documented Costs and Expenses,  
4 and an Incentive Award for the Representative Plaintiff, and the Parties will brief the  
5 motion and application. GM may, but is not obligated to, join in the motion for final  
6 approval of the Settlement.

7       4.4. The Parties will appear at the Fairness Hearing and present their  
8 arguments in support of final approval of the Settlement and entry of the proposed Final  
9 Judgment, and Class Counsel will present its arguments in support of an award of  
10 Attorneys' Fees, Documented Costs and Expenses, and an Incentive Award for the  
11 Representative Plaintiff. GM will not object to or oppose an award of Attorneys' Fees,  
12 Documented Costs and Expenses and an Incentive Award for the Representative  
13 Plaintiff if the amounts sought do not exceed the limits set forth in paragraphs 2.15, 3.16  
14 and 3.17.

15       4.5. Representative Plaintiff and each Class Member stipulates and agrees that,  
16 upon the Effective Date, he, she, or it shall be deemed to have, and for the consideration  
17 provided for herein and by operation of the Final Judgment shall have, released, waived  
18 and discharged his, her or its Released Claims as defined herein and shall have  
19 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,  
20 rights, and benefits of section 1542 of the California Civil Code, and of any similar law  
21 of any other state, which provides: "a general release does not extend to claims which  
22 the creditor does not know or suspect to exist in his or her favor at the time of executing  
23 the release, which if known by him or her must have materially affected his or her  
24 settlement with the debtor." Representative Plaintiff and Class Members may hereafter  
25 discover facts in addition to or different from those which he or she now knows or  
26 believes to be true with respect to the subject matter of the Released Claims, but  
27 Representative Plaintiff and Class Members, upon the Effective Date, shall be deemed  
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1 to have, and by operation of law shall have, fully, finally and forever settled, released  
2 and discharged any and all Released Claims, known or unknown, suspected or  
3 unsuspected, contingent or non-contingent, whether or not concealed or hidden, that  
4 now exist or heretofore may have existed upon any theory of law or equity now existing  
5 or coming into existence in the future, including but not limited to, conduct that is  
6 negligent, reckless, intentional, with or without malice, or a breach of any duty, law or  
7 rule, without regard to the subsequent discovery or existence of such different or  
8 additional facts.

9       4.6     GM agrees that, upon the Effective Date, it shall be deemed to have  
10 released, waived and discharged any and all claims or causes of action, known or  
11 unknown, against Representative Plaintiff Jason Anderson or Class Counsel based on or  
12 in any way related to any of the allegations, acts, omissions, transactions, events or  
13 other matters alleged, claimed or at issue in the Action, provided that this release shall  
14 not extend to any claim for breach of this Agreement or violation of the Final Judgment  
15 entered pursuant to the terms hereof.

16              **V. PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING.**

17       5.1.    Pending Court approval of this Agreement at the Fairness Hearing, all  
18 potential Class Members who have not previously excluded themselves from the Class  
19 shall be preliminarily enjoined and barred (i) from filing or commencing any lawsuit in  
20 any jurisdiction based on or relating to the claims and causes of action, or the facts and  
21 circumstances relating thereto, in this Action and/or the Released Claims; and (ii) from  
22 filing or commencing any other lawsuit as a class action on behalf of Class Members  
23 (including by seeking to amend a pending complaint to include class allegations or  
24 seeking class certification in a pending action) based on or relating to the claims and  
25 causes of action, or the facts and circumstances relating thereto, in this Action and/or  
26 the Released Claims.

27            //

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## VI. OBJECTIONS TO SETTLEMENT

2       6.1. Any Class Member who wishes to object to the Agreement, the proposed  
3 settlement, the Incentive Award or the request for Attorneys' Fees and Expenses, must  
4 serve a written objection that must be postmarked no later than forty-five (45) days after  
5 the date of mailing of the Class Action Settlement Notice. The written objection must  
6 be filed and served as follows:

7	<b>Clerk of the Court</b>	<b>Class Counsel</b>	<b>GM's counsel</b>
8	Clerk of the Court	Elizabeth Pritzker	Gregory R. Oxford
9	Superior Court of the State of California County of Los Angeles Central Civil West Courthouse 600 S. Commonwealth Avenue Los Angeles, CA 90005	Girard Gibbs LLP 601 California St., 14th Floor San Francisco, CA 94108	Isaacs Clouse Crose & Oxford LLP 21515 Hawthorne Blvd., Suite 950 Torrance, CA 90503

12 The written objection must include: *(i)* the objector's name, address and telephone  
13 number; *(ii)* the Vehicle Identification Number of the vehicle that establishes that the  
14 objector is a member of the Class; *(iii)* the name of this case and the case number,  
15 *(iv)* the specific reason and basis for the objection, including any legal and factual  
16 support the objector wishes to bring to the Court's attention and any evidence in support  
17 of each objection.

18       6.2. If the objector intends to appear at the Fairness Hearing through counsel,  
19 the comment must also state the following: *(i)* the identity of all attorneys representing  
20 the objector who will appear at the fairness hearing, *(ii)* the identity and number of  
21 Class Members represented by objector's counsel; *(iii)* the number of such represented  
22 Class Members who have opted out of the Class and the Settlement; *(iv)* the number of  
23 such represented Class Members who have remained in the Settlement and have not  
24 objected; *(v)* the date the objector's counsel assumed representation for the objector, and  
25 *(vi)* a list of the names of all cases where the objector's counsel has objected to a class  
26 action settlement in the last three years. Objecting Class Members must also make  
27 themselves available for deposition by Class Counsel and/or GM's counsel in their

1 county of residence, between the time the objection is filed and seven (7) days before  
2 the date of the Fairness Hearing. To appeal from any provision of the order approving  
3 the Settlement as fair, reasonable and adequate, the award of incentive payments, or to  
4 the award of reasonable attorneys' fees and documented costs and expenses paid by  
5 Defendant and awarded to Class Counsel, the objector must appear in person, or  
6 through counsel, or seek leave of Court excusing such appearance prior to the fairness  
7 hearing, or as otherwise may be permitted by the Court at the fairness hearing. In  
8 addition, the objector must demonstrate compliance with paragraph 6.1 to show that he  
9 or she is a member of the Class.

10        6.3. Class Members, or their attorneys, intending to make an appearance at the  
11 Fairness Hearing, must deliver a Notice of Intention to Appear to Class Counsel and  
12 Defendant's Counsel identified above, and have this Notice file-stamped by the Court,  
13 no later than thirty (30) days before the Fairness Hearing. The Notice of Intention to  
14 Appear must: (i) state how much time the Class Member and/or their attorney  
15 anticipates needing to present the objection; (ii) identify, by name, address, telephone  
16 number and detailed summary of testimony, any witnesses the Class Member and/or  
17 their attorney intends to present any testimony from; and (iii) identify all exhibits the  
18 Class Member and/or their attorney intends to offer in support of the objection and  
19 attach complete copies of all such exhibits.

20        6.4. Any Class Member and/or their attorney who fails to comply with the  
21 provisions of the foregoing paragraphs 6.1 through 6.3 shall be deemed to have waived  
22 and forfeited any and all rights he or she may have to appear separately and/or object,  
23 and shall be bound by all the terms of the Agreement.

## VII. GENERAL PROVISIONS.

25        7.1. All Parties agree that this Agreement was drafted jointly by counsel for  
26 the Parties at arm's length and that the Agreement including its Exhibits constitutes the  
27 sole agreement between the Parties concerning the subject matter hereof. Further, the

1 Parties intend and agree that this Agreement, including its Exhibits, is a fully integrated  
2 and enforceable Agreement, and further stipulate and agree that: (i) there are no other  
3 agreements, written or oral, between the Parties concerning this subject matter; (ii) no  
4 representations, warranties or inducements have been made to any Party concerning the  
5 Settlement or this Agreement other than are contained in the Agreement; and (iii) this  
6 Agreement shall not be modified or amended except by a signed writing executed by or  
7 on behalf of all Parties and approved by the Court.

8        7.2. The Parties expressly agree that the terms and provisions of this  
9 Agreement are contractual and not a mere recital and shall survive the execution of this  
10 Agreement and entry of the Final Judgment and shall continue in full force and effect  
11 thereunder.

12        7.3. The Agreement will terminate at the sole option and discretion of GM or  
13 Class Counsel if: (i) the Court, or any appellate court(s), rejects, modifies or denies  
14 approval of any material portion of the Agreement or the proposed settlement (except  
15 for the Incentive Award, Reimbursement of Designated Costs and Expenses and the  
16 Award of Attorneys' Fees and Expenses as to which the provisions of paragraph 3.17  
17 shall control), including, without limitation, the terms of relief, the findings of the  
18 Court, the provisions relating to notice, the definition of the Class and/or the scope or  
19 terms of the Released Claims; or (ii) the Court, or any appellate court(s), does not enter  
20 or affirm, or alters or expands, any material portion of the Final Judgment. In such  
21 event, this Agreement and all negotiations shall be without prejudice to the Parties and  
22 shall not be admissible into evidence, and shall not be deemed or construed to be an  
23 admission or confession by any of the Parties or any fact, matter or proposition of law.

24        7.4. If this Stipulation is not approved by the Court or the Settlement is  
25 terminated or there is a failure to reach the Effective Date in accordance with the terms  
26 of this Stipulation, the Parties and all Class Members will be restored to their respective  
27 positions as of the date immediately preceding the commencement of settlement

1 discussions in the Action, including their respective positions on class certification. In  
2 such event, the terms and provisions of this Stipulation, will have no further force and  
3 effect with respect to the Parties; neither the fact nor the terms of the Settlement will be  
4 used in this Action or in any other proceeding for any purpose; and any Judgment or  
5 order entered by the Court in accordance with the terms of this Stipulation will be  
6 treated as vacated, nunc pro tunc. No order of the Court or modification or reversal on  
7 appeal of any order of the Court concerning any Incentive or Attorneys' Fee Award or  
8 Reimbursement of Documented Costs and Expenses will constitute grounds for  
9 cancellation or termination of this Stipulation.

10       7.5. The Agreement shall be governed by and interpreted according to the laws  
11 of the State of California without regard to its conflicts of law provisions.

12       7.6. If any disputes arise regarding the implementation or interpretation of this  
13 Agreement, the Parties agree to use reasonable efforts to resolve the dispute, including  
14 consultation or mediation with Judge West, failing which the parties agree to present the  
15 dispute Judge Lichtman or another judicial officer of the Los Angeles Superior Court to  
16 be agreed upon by the parties or assigned by the Court for final resolution.

17       7.7. Whenever the Agreement requires or contemplates that one Party shall or  
18 may give notice to the other, notice shall be provided by facsimile and/or next-day  
19 (excluding weekends and holidays) express delivery service as follows:

20           a. If to Defendant, then to:

21 L. Joseph Lines, III  
22 General Motors Corporation  
23 Mail Code 482-026-601  
24 400 Renaissance Center  
P.O. Box 400  
Detroit, Michigan 48265-4000

Gregory R. Oxford  
Isaacs Clouse Crose & Oxford LLP  
21515 Hawthorne Boulevard, Suite 950  
Torrance, California 90503  
(310) 316-1990  
(310) 316-1330 (FAX)

25 //

26 //

27 //

28

1                   b. If to Plaintiff, then to Class Counsel:

2         Elizabeth C. Pritzker  
3         Girard Gibbs LLP  
4         601 California St., 14th Floor  
5         San Francisco, California 94108  
6         (415) 981-4800  
7         (415) 981-4846 (FAX)

8                   7.8. The Parties reserve the right, subject to the Court's approval, to agree  
9         upon any reasonable extensions of time that might be necessary to carry out any of the  
10       provisions of the Agreement.

11                  7.9. In no event shall the Agreement, any of its provisions or any negotiations,  
12       statements, or court proceedings relating hereto in any way be construed as, offered as,  
13       received as, or used as an admission of liability in any judicial, administrative,  
14       regulatory, arbitration or other proceeding. Further, this Agreement shall not be offered  
15       or admitted into evidence in any proceeding, except the proceeding to seek court  
16       approval of this settlement or in a proceeding to enforce the terms of the settlement.

17                  7.10. The Parties, their successors and assigns, and their attorneys undertake to  
18       implement the terms of the Agreement in good faith, and to use good faith in resolving  
19       any disputes that may arise in the implementation of the terms of the Agreement.

20                  7.11. The Parties, their successors and assigns, and their attorneys agree to  
21       cooperate fully with one another in seeking Court approval of the Agreement and to use  
22       their best efforts to effect the prompt consummation of the Agreement and the proposed  
23       settlement.

24                  7.12. The Court will retain jurisdiction to the extent allowed by law with respect  
25       to implementation and enforcement of the terms of this Stipulation, and the Parties  
26       submit to the jurisdiction of the Court for purposes of implementing and enforcing the  
27       Settlement. All applications with respect to any aspect of the Settlement shall be  
28       presented to and determined by the Court.

//

1       7.13. Each person executing this Agreement warrants that he or she has the  
2 authority to do so.

3       7.14. The Agreement may be signed in counterparts, each of which shall  
4 constitute a duplicate original.

5       **APPROVED AND AGREED TO BY AND ON BEHALF OF**  
6       **PLAINTIFF JASON ANDERSON AND THE CLASS**

7 Date: November 13, 2008

8 GIRARD GIBBS LLP

9 By:   
10           Elizabeth C. Pritzker  
11           Attorney for Plaintiff  
12           Jason Anderson and the Class

13       **APPROVED AND AGREED TO BY AND ON BEHALF OF**  
14       **DEFENDANT GENERAL MOTORS CORPORATION**

15 Date: November 13, 2008

16 ISAACS CLOUSE CROSE & OXFORD LLP

17 By:   
18           Gregory R. Oxford  
19           Attorney for Defendant  
20           General Motors Corporation

# **EXHIBIT D**

**COPY**

1 ERIC H. GIBBS (S.B. #178658)  
2 ELIZABETH C. PRITZKER (S.B. #146267)  
GIRARD GIBBS LLP  
3 601 California St., 14th Floor  
San Francisco, California 94108  
Tel: (415) 981-4800; Fax: (415) 981-4846

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Dept. 322

4 Attorneys for Plaintiff  
5 Jason Anderson and the Class

6 GREGORY R. OXFORD (S.B. #62333)  
7 ISAACS CLOUSE CROSE & OXFORD LLP  
21515 Hawthorne Boulevard, Suite 950  
Torrance, California 90503  
8 Tel: (310) 316-1990; Fax: (310) 316-1330

9 Attorneys for Defendant  
10 General Motors Corporation

11 Of Counsel  
L. JOSEPH LINES, III  
12 GENERAL MOTORS CORPORATION  
Mail Code 482-026-601  
400 Renaissance Center  
13 P.O. Box 400  
Detroit, Michigan 48265-4000  
14 Tel: (313) 665-7386; Fax: (313) 665-7376

**ORIGINAL FILED**

NOV 18 2008  
LOS ANGELES  
SUPERIOR COURT

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF LOS ANGELES

18 Coordination Proceeding Special Title  
19 (Rule 1550(c))

Case No. JCCP4396

20 GENERAL MOTORS CASES

CERTIFIED CLASS ACTION

21 This Document Relates to:

**PROPOSED ORDER  
PRELIMINARILY APPROVING  
STIPULATION OF SETTLEMENT**

22 JASON ANDERSON, on behalf of himself  
23 and all others similarly situated,

Hearing Date: November 18, 2008  
Time: 9:30 a.m.  
Department: CCW 322

24 Plaintiff,

Hon. Peter D. Lichtman

25 v.

26 GENERAL MOTORS CORPORATION,

27 Defendant.

**BY FAX**

1           WHEREAS, Representative Plaintiff Jason Anderson, individually and as certified  
2 representative of the Class ("Plaintiff") and defendant General Motors Corporation  
3 ("GM") have entered into a Stipulation of Settlement (the "Agreement") subject to the  
4 approval and determination of the Court as to fairness, reasonableness, and adequacy of  
5 the settlement which, if approved, will result in dismissal of the Action with prejudice;  
6 and

7           WHEREAS, terms defined in the Agreement filed by the parties herein will have  
8 the same meaning in this Order,

9           IT IS HEREBY STIPULATED, by and between Representative Plaintiff and GM,  
10 by and through their undersigned counsel, that the Court following its review of the  
11 Stipulation of Settlement and related documents submitted by the parties, may enter its  
12 order as follows:

13           The Court based on its independent review of and due deliberation concerning the  
14 Stipulation of Settlement and related documents hereby orders:

15           1. **Preliminary Approval.** Based on the facts and legal authorities presented  
16 to the Court throughout the pendency of this Action, the terms of the Agreement and the  
17 Court's independent review, the proposed Agreement appears to be fair, reasonable and  
18 adequate with respect to Class Members as that term is defined in the Stipulation of  
19 Settlement.

20           2. **Fairness Hearing.**

21           (a) A hearing will be held on [March 5, 2009 at 1:45 p.m.] in Department  
22 CCW 322 of the Los Angeles Superior Court, Central Civil West Courthouse, 600 S.  
23 Commonwealth Avenue, Los Angeles, California, to decide, among other things: (a)  
24 whether the Agreement should be finally approved as fair, reasonable and adequate; (b)  
25 whether the Action should be dismissed with prejudice pursuant to the terms of the  
26 Agreement; (c) whether Class Members should be bound by the release set forth in the  
27 Agreement; (d) whether Class Members should be subject to a permanent injunction that,  
28 among other things, will enjoin and bar Class Members from filing, commencing,

1 prosecuting, intervening in, or participating in (as class members or otherwise), any  
2 lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the  
3 facts and circumstances relating thereto, in this Action and/or the Released Claims (as  
4 defined in the Agreement); and (e) whether the application of Class Counsel for an award  
5 of Attorneys' Fees and reimbursement of Class Counsel's Documented Costs and  
6 Expenses, and the application of Representative Plaintiff Jason Anderson for an Incentive  
7 Award should be approved.

8       3.     Pre-Hearing Notices.

9               (a)     **Class Notice.** Notice of the proposed class action settlement, in the  
10 form filed with this Court as Exhibit C to the Agreement (the "Class Action Settlement  
11 Notice"), shall be sent by first-class mail to Class Members by GM within thirty (30) days  
12 after the entry of this Preliminary Approval Order, subject to any reasonable extension of  
13 this deadline that is agreeable to the Parties or ordered by the Court. Additionally, Class  
14 Counsel shall, by no later than the date the Class Action Settlement Notice is mailed to  
15 Class Members, post a Spanish-language version of the Class Action Settlement Notice on  
16 Class Counsel's website, at the following URL:  
17 [www.GirardGibbs/SilveradoSettlement.com](http://www.GirardGibbs/SilveradoSettlement.com).

18               (b)     **Proof of Mailing Class Notices.** At the time the motion for final  
19 approval of the Settlement is to be filed, the Claims Administrator or other such  
20 appropriate person or entity, among others, shall file an affidavit or declaration attesting  
21 that notice to the Class was disseminated in accordance with this Preliminary Approval  
22 Order.

23       4.     **Findings Concerning Notice.** Having considered, among other factors, (i)  
24 the cost of giving notice by various methods, (ii) the interests of each Class Member; (iii)  
25 the likelihood that Class Members' current address can be obtained, and (iv) the likelihood  
26 that each Class Member will receive actual notice, the Court expressly finds that notice  
27 given in the form and manner provided in Paragraph 3(a) of this Order and as described in  
28 the Agreement will provide the best notice practicable under the circumstances. The

1 Court finds that the content and manner of the Class Notice: (i) is the best practicable  
2 notice; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of  
3 the pendency of the Action and of their right to object to the proposed settlement; (iii) is  
4 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to  
5 receive notice; and (iv) meets all applicable requirements of any law, the Due Process  
6 Clauses of the United States and California Constitutions, and the California Code of Civil  
7 Procedure and Rules of Court. The Court further finds that the proposed manner and form  
8 of the Class Notice reasonably advises potential members of the Class of the following:  
9 (a) the nature of the Action and settlement relief, and that the relief is limited to that  
10 provided by the Agreement and is contingent on the Court's final approval thereof; and  
11 (b) that any Class Member may, if he or she desires, object and enter an appearance  
12 through his or her counsel. In sum, the Court finds that the Class Notice and method of  
13 mailing to Class Members provided in the Agreement is readily understandable,  
14 reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive  
15 notice and meets all the requirements of due process.

16       5. **Objections and Appearances.**

17       (a) **Written Objections.** Any Class Member who wishes to object to the  
18 fairness, reasonableness or adequacy of the Agreement or the proposed settlement, award  
19 of Attorneys' Fees or Incentive Award, may make a written objection, in compliance with  
20 Section V of the Agreement, which must be received by Class Counsel and GM's Counsel  
21 and have been file-stamped by the Court no later than ~~February 2, 2009~~ 45 days from  
22 the date of mailing of the Class Notice. Written objections must be verified by sworn  
23 affidavit and must include: (i) the objector's name, address and telephone number; (ii) the  
24 name of the Action and the case number, (iii) a statement of each objection; and (iv) a  
25 written brief detailing the specific reasons, if any, for each objection, including any legal  
26 and factual support the objector wishes to bring to the Court's attention and any evidence  
27 the objector wishes to introduce in support of the objection(s). If the objection is  
28 presented through an attorney, the written objection must also include: (i) the identity and

1 number of Class Members represented by objector's counsel; (ii) the number of such  
2 represented Class Members who have opted out of the settlement; (iii) the number of such  
3 represented Class Members who have remained in the settlement and have not objected;  
4 (iv) the date the objector's counsel assumed representation for the objector, and (v) a list  
5 of the names of all cases where the objector's counsel has objected to a class action  
6 settlement in the last three years. Objecting Class Members who intend to testify in  
7 support of their objection either in person or by affidavit must also make themselves  
8 available for deposition by Plaintiffs' counsel and/or GM's counsel in their county of  
9 residence, between the time the objection is filed and seven (7) days before the date of the  
10 Fairness Hearing. To appeal from any provision of the final order approving the  
11 Settlement as fair, reasonable and adequate, the award of an Incentive Payment to the  
12 Representative Plaintiff, or to the award of Attorneys' Fees or Documented Costs and  
13 Expenses paid by GM and awarded to Class Counsel, the objector must appear at the  
14 Fairness Hearing in person, or through counsel, or seek leave of Court excusing such  
15 appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at  
16 the Fairness Hearing.

17 (b) Appearance at Fairness Hearing. Any Class Member who files  
18 and serves a written objection, as described in the preceding subsection, may appear at the  
19 Fairness Hearing, either in person or through personal counsel hired at the Class  
20 Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement  
21 or the proposed settlement, or to the award of Attorneys' Fees and Expenses. Class  
22 Members, or their attorneys, intending to make an appearance at the Fairness Hearing,  
23 must deliver to Class Counsel and GM's Counsel, and have file-marked by the Court, no  
24 later than [February 2, 2009], a Notice of Intention to Appear. The Notice of Intention  
25 to Appear must: (i) state how much time the Class Member and/or their attorney  
26 anticipates needing to present the objection; (ii) identify, by name, address, telephone  
27 number and detailed summary of testimony any witnesses the Class Member and/or their  
28 attorney intends to present any testimony from; and (iii) identify all exhibits the Class

1 Member and/or their attorney intends to offer in support of the objection and attach  
2 complete copies of all such exhibits.

3 (c) Any Class Member and/or their attorney who fails to comply with the  
4 provisions of the preceding subsections shall waive and forfeit any and all rights he or she  
5 may have to appear separately and/or object, and shall be bound by all the terms of the  
6 Agreement and any orders entered by the Court.

7 (d) Written objections and Notices of Intention to Appear (along with the  
8 supporting brief, any evidence, and any other required materials) must be filed with the  
9 Clerk of the Court and delivered to Plaintiffs' counsel and GM's counsel no later than  
10 [February 2, 2009] at the following addresses:

Clerk of the Court:	GM's Counsel:
Superior Court of California County of Los Angeles Central Civil West Courthouse 600 S. Commonwealth Avenue Los Angeles, California 90005	Gregory R. Oxford Isaacs Clouse Crose & Oxford LLP 21515 Hawthorne Boulevard Suite 950 Torrance, California 90503
Class Counsel:  Elizabeth C. Pritzker Girard Gibbs LLP 601 California St., 14th Floor San Francisco, California 94108	

19 6. Final Approval Pleadings, Incentive Awards and Fee Application.

20 (a) Class Counsel shall file a motion for final approval of the Settlement and an  
21 application for Attorneys' Fees, Documented Costs and Expenses, and an Incentive  
22 Award for the Representative Plaintiff on or before ~~{February 2, 2009}~~. GM has the right,  
23 but not the obligation, to join in the motion for final approval of the Settlement.

24 (b) Five (5) court days prior to the date set for hearing, Class Counsel and/or  
25 GM may file a reply memorandum in support of the motion for final approval of the  
26 Settlement. Class Counsel and/or GM shall be permitted to respond to Class Member  
27 comments on or objections to the Settlement, if any, as part of its reply memorandum.

1       7.     Preliminary Injunction. All Class Members are preliminarily enjoined and  
2     barred (i) from filing or commencing any lawsuit in any jurisdiction based on or relating  
3     to the claims and causes of action, or the facts and circumstances relating thereto, in this  
4     Action and/or included within the Released Claims; and (ii) from filing or commencing  
5     any lawsuit based on or relating to the claims and causes of action, or the facts and  
6     circumstances relating thereto, in this Action and/or included within the Released Claims.

7       8.     Service of Papers. GM's counsel and Class Counsel shall serve on each  
8     other and on all other parties who have filed notices of appearance before the Fairness  
9     Hearing, any further documents in support of the proposed settlement, including responses  
10    to any papers filed by a Class Member. GM's counsel and Class Counsel shall promptly  
11    furnish each other with any and all objections or written exclusion requests that may come  
12    into their possession before the Fairness Hearing.

13      9.     Termination of Settlement. This Order shall become null and void, and  
14    shall be without prejudice to the rights of the parties, all of whom shall be restored to their  
15    respective positions existing immediately before this Court entered this Order, if (a) the  
16    proposed settlement is not finally approved by the Court, or does not become final,  
17    pursuant to the terms of the Agreement; or (b) the proposed settlement is terminated in  
18    accordance with the Agreement or does not become effective as required by the terms of  
19    the Agreement for any other reason. In such event, the proposed settlement and  
20    Agreement shall become null and void and be of no further force and effect, shall be  
21    inadmissible into evidence for any purposes, and neither the Agreement nor this  
22    Preliminary Approval Order shall be used or referred to for any purpose whatsoever.

23      10.    Use of Order. This Preliminary Approval Order shall be of no force and  
24    effect if the settlement is not approved or does not become final and shall not be construed  
25    or used as an admission, concession or declaration by or against GM of any fault,  
26    wrongdoing, breach or liability, or by or against Plaintiff or the Class Members that their  
27    claims lack merit or that the relief requested in the Action is inappropriate, improper or  
28

1 unavailable, or as a waiver by any party of any defenses it may have, including defenses  
2 or arguments opposing class certification.

3       11. **Defined Terms.** Capitalized terms used in this Preliminary Approval Order  
4 shall have the same meaning as set forth in Part II of the Stipulation of Settlement.

Good cause appearing therefor, IT IS SO ORDERED.

6 DATED: November 16, 2008

PETER D. LICHTMAN

Judge of the Superior Court

**APPROVED AS TO FORM:**

GIRARD GIBBS LLP

By: \_\_\_\_\_

Elizabeth C. Pritzker  
Attorneys for Plaintiff  
Jason Anderson and the Class

ISAACS CLOUSE CROSE & OXFORD LLP

By: Gregory R. Oxford  
Gregory R. Oxford  
Attorneys for Defendant  
General Motors Corporation

# **EXHIBIT E**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*In Re General Motors Cases (Anderson v. General Motors Corp.), JCCP No. 4396*

**FOR CALIFORNIA RESIDENTS WHO OWN OR LEASE 1999-2003  
CHEVROLET SILVERADO TRUCKS WITH 4.8, 5.3, 6.0 OR 8.1 LITER ENGINES**

**You May Be Able To Obtain Cash Reimbursements If Your Vehicle Has Piston Or Piston Pin Noise Under A Proposed Class Action Settlement.**

**The Settlement:** There is a proposed Class Action Settlement involving California owners and lessees of certain 1999-2003 Chevrolet Silverado trucks who have piston or piston pin noise in their vehicles. This noise is sometimes referred to as cold engine knock, rough idle, piston slap, cold tick or cold start noise.

**Persons Entitled to Benefits** You are a Class Member and entitled to benefits under the Settlement if 1) you live in or purchased or leased one of these Silverado vehicles in California, 2) you owned or leased the vehicle as of June 15, 2007, and 3) the vehicle makes or has made piston or piston pin noise.

**Available Settlement Benefits** The Settlement must be approved by the Superior Court of California, County of Los Angeles. If approved, available benefits will include:

For those people with piston or pin noise only at startup:

- Full cash reimbursement of the purchase price of any General Motors Protection Plan ("GMPP").
- Full cash reimbursement of expenses paid for piston or piston pin noise repairs during the Limited Warranty period or, if applicable, during the GMPP period.
- Cash reimbursement of 75% for certain engine repair expenses within 6 years or 100,000 miles of retail delivery of the vehicle, and

For those people with constant piston or pin noise:

- A free noise evaluation by an authorized GM dealer and, if needed, a free engine repair.

See pages 2-3 of this Notice for additional information about these benefits and required documentation.

**Settlement Approval and Claims Process.** If the Court approves the Settlement, a Claim Form will be mailed to you. You may use the Claim Form to make a claim for settlement payments or other benefits.

**Summary of Class Members' Rights and Options Under the Settlement.** The purpose of this Notice is to inform you, as a potential Class Member, of the terms of the proposed Settlement, and your rights and options under the Settlement. You may:

<b>PARTICIPATE IN THE SETTLEMENT</b>	If you agree with the Settlement, you need not do anything until after the Court decides whether to approve the Settlement. If the Settlement is approved, you will be sent a Claim Form and instructions about how to claim your settlement benefits.
<b>OBJECT OR COMMENT ON THE SETTLEMENT</b>	Write the Court about why you do, or do not, like the Settlement.
<b>ATTEND THE HEARING</b>	Ask to speak to the Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Receive no payment or other benefit. Become barred from bringing or being part of any other lawsuit concerning these issues.

**This Notice May Affect Your Rights. Please Read It Carefully.**  
For more information or a copy of this Notice in Spanish, call 1-866-981-4800  
or visit [www.girardgibbs.com/silverado](http://www.girardgibbs.com/silverado)

**Este Aviso Le Informa Sobre un Acuerdo Legal Propuesto Que Puede Afectar Sus Derechos. Por Favor Lea Este Aviso Con Cuidado. Para mas informacion o una copia de este aviso en espanol, llama 1-866-981-4800 o lo visita [www.girardgibbs.com/silverado](http://www.girardgibbs.com/silverado)**

### PLAINTIFFS' STATEMENT ABOUT THE CASE

This lawsuit is brought by Plaintiff Jason Anderson against General Motors Corporation ("GM"). The lawsuit alleges that GM has an Engine Knock Noise "Adjustment Program" under which it provides certain owners and lessees of Silverado trucks with extended warranties, General Motors Protection Plans ("GMPPs") or other benefits when they complain that their vehicles have or have had piston or piston pin noise at initial start up that goes away shortly after the engine warms up ("Start Noise"). Plaintiff claims GM violated California's "Secret Warranty" Law, Cal Civil Code §§ 1795.90 et seq., and Unfair Competition Law, Cal Bus & Prof Code § 17200 et seq., because GM failed to notify all 1999-2003 Silverado owners and lessees about its Adjustment Program, or inform them that they may be eligible for a free GMPP or other benefits offered under that Program.

### GM'S STATEMENT ABOUT THE CASE:

GM denies Plaintiff's claims, and contends that it lawfully assisted a small percentage of Silverado owners and lessees whose trucks may make a particular type of engine knock noise at cold start-up that goes away within a few seconds. GM contends this type of noise has no adverse effect on the durability, reliability or performance of the engine. GM contends it has given assistance in the form of free GMPPs or other goodwill measures to promote customer satisfaction, and that its goodwill measures do not constitute a "secret warranty" or "Adjustment Program" under California law.

### CERTIFIED CLASS ACTION

The case was certified as a class action by a Los Angeles Court on behalf of the following Class

All California owners and lessees of 1999-2003 Chevrolet Silverados equipped with 4.8 liter, 5.3 liter, 6.0 liter or 8.1 liter engines ("Class Vehicles") who (1) Have an engine "knock, ping or slap" noise in their vehicles, and (2) Were not given notice of the condition giving rise to or the terms of GM's Engine Knock Noise Adjustment Program.

For purpose of this Notice and the Settlement, "knock, ping or slap noise" has the same meaning as "Start Noise" (piston or piston pin noise at initial engine start up that disappears shortly after the engine warms up), or "Constant Noise" (piston or piston pin noise that is not "Start Noise," for example, noise that continues or begins after the engine warms up)

*This is not a solicitation from a lawyer*

### AGREEMENT TO SETTLE:

Plaintiff and Class Counsel believe the proposed Settlement is in the best interests of the Class, that is desirable to settle this lawsuit to avoid the uncertainties of continued litigation, and that the terms and benefits of the Settlement described in this Notice provide fair, reasonable relief to the Class.

GM expressly denies any wrongdoing and does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any fact or any claim asserted in the lawsuit. GM has concluded, however, that it is desirable to settle the lawsuit upon the terms and conditions described in this Notice because it will (1) fully resolve all claims raised in the lawsuit, (2) avoid the expense, burden and uncertainties of continued litigation, trial or appeal, and (3) promote customer satisfaction with GM and Chevrolet vehicles.

### BENEFITS AVAILABLE TO CLASS MEMBERS

If the Court approves the Settlement, Class Members will be able to make claims for multiple settlement benefits as described in paragraphs 1, 2, 3 and 4, below, and will receive all benefits for which they are eligible. This includes benefits for multiple, unreimbursed repair expenses—Unreimbursed repair expenses do not include expenses covered, paid for or reimbursed under any extended warranty, GMPP or other service contract. GM may reduce the amount to be reimbursed to a Class Member by the amount, if any, previously paid by GM or any affiliate of GM for the same expense.

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim.

The settlement benefits available to Class Members include

#### 1. Reimbursement of Purchase Price of GMPPs Purchased by Certain Class Members:

Class Members who purchased GMPPs for Class Vehicles will be eligible for reimbursement subject to the provisions of paragraphs (a) or (b) below, if they timely return a signed and completed Claim Form and required documentation, if any, as further described below.

[continued on next page]

*Please do not contact the Court regarding this Notice.*

(a) Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the full purchase price of the GMPP paid by the Class Member if the Class Member supplies appropriate documentation showing that his or her Silverado has or had Start Noise

(b) Class Members Who Purchased a GMPP After 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the purchase price of the GMPP paid for by the Class Member if the Class Member states under penalty of perjury that his or her Silverado has or had Start Noise

### **2. Customer-Paid Start Noise Repair Expense Reimbursement**

For each Class Member who during the Applicable Warranty Period (defined below) paid for a repair to address concerns about Start Noise for which the Class Member was not fully reimbursed, GM upon receipt of (i) a signed and completed Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise and (ii) appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) will reimburse the Class Member for the repair expense

Only for purposes of eligibility for this settlement benefit, "Applicable Warranty Period" shall mean the GM Limited New Vehicle Warranty (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Class Member's GMPP (for example, 4 years or 50,000 miles, whichever comes first)

### **3. Constant Noise Evaluation**

For each Class Member who completes and returns a Claim Form which includes the Class Member's sworn statement that prior to the expiration of his or her GM New Vehicle Limited Warranty he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Constant Noise (*i.e.*, piston or piston pin noise that is *not* Start Noise), GM

will, upon presentation of the Class Vehicle to an authorized Chevrolet dealer, provide a current noise evaluation of the Class Vehicle. If the current noise evaluation confirms that the Class Vehicle has Constant Noise, GM will offer at the Class Member's option repairs to address, remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where appropriate replacement of piston assemblies or other appropriate components. Any Constant Noise Repair offer that is accepted by the Class Member pursuant to this paragraph will be performed at no cost to the Class Member

### **4. Partial Reimbursement for Certain Other Repairs**

For each Class Member who completes and returns a Claim Form which includes the Class Member's statement under penalty of perjury that he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first) and that he or she incurred expenses for any of the engine repairs described below within 6 years or 100,000 miles of retail delivery, whichever came first, GM will reimburse the Class Member for 75 percent (75 %) of the repair expense shown on appropriate written documentation such as a repair order

The engine repairs eligible for this reimbursement are limited to repairs of the following engine components: Cylinder block, heads, crankshaft and bearings, crankshaft seals – front and rear, camshaft and bearings, connecting rods and pistons, valve train (including valve seals, valve covers and internal parts), timing gears, timing chain/belt and cover, oil pump, oil pump housing, oil pan, all engine seals and gaskets, lubricated internal engine parts, water pump, intake and exhaust manifolds, flywheel, harmonic balancer, and engine mounts

[continued on next page]

**CLAIMS PROCEDURES UPON SETTLEMENT APPROVAL**

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim.

Additional details about the claims resolution process appear in the Stipulation for Settlement filed in this action.

To review an electronic copy of the Stipulation for Settlement, go to [www.girardgibbs.com/silverado](http://www.girardgibbs.com/silverado)

**ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD TO PLAINTIFF**

In November 2006, the Los Angeles Superior Court appointed the following lawyers as Class Counsel to represent the Class in this litigation:

GIRARD GIBBS LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108  
[www.girardgibbs.com](http://www.girardgibbs.com)

As part of the Settlement, and subject to Court approval, GM will pay up to \$7,500 in an incentive award to Plaintiff Jason Anderson in recognition of his initiative and effort pursuing the matter on behalf of other California owners and lessees of Class Vehicles. In addition, subject to Court approval, GM will pay a separate sum not to exceed \$1,950,000 in attorneys' fees of Class Counsel. GM will also reimburse Class Counsel for documented case costs and litigation expenses not to exceed \$215,000. These amounts do not reduce the relief available to Class Members and are in addition to and separate from the other benefits available to Class Members under the Settlement.

**COSTS OF SETTLEMENT ADMINISTRATION**

GM will pay the cost of notice and of the claims administration associated with the Settlement.

**DISMISSAL AND RELEASE OF CLAIMS**

If the proposed Settlement is approved by the Court, then all legal claims that were asserted on behalf of Class Members in this Action will be dismissed with prejudice as to all Class Members, and all legal claims that may have been asserted in the litigation will be released. This means that Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM for these claims.

If the Court does not approve the proposed Settlement, the Settlement Agreement between GM and Plaintiff Jason Anderson on behalf of the certified class in the *Anderson v. General Motors Corp.* litigation will terminate and shall be null and void, and this lawsuit will remain before the Court for trial or ultimate disposition.

**FAIRNESS HEARING, DATE AND LOCATION:**

The Court will hold a Fairness Hearing to consider and then decide whether to approve the proposed Settlement, and determine whether to approve the proposed award of Attorneys' Fees and Expenses to Class Counsel and the proposed Incentive Award to Plaintiff. The hearing is scheduled for March 5, 2009, at 1:45 p.m., in Dept. 322 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California before the Hon. Peter D. Lichtman.

**PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING**

Pending the Fairness Hearing, all Class Members are preliminarily enjoined and barred (i) from filing or commencing any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims, and (ii) from filing or commencing any other lawsuit as a class action on behalf of Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims.

[continued on next page]

**YOUR RIGHTS AND OPTIONS:**

If you fall within the Class definition, you have the following options

- 1 **PARTICIPATE IN THE SETTLEMENT.** If you agree with the proposed Settlement, you need not do anything until after the Court decides whether to approve the Settlement. Thereafter, you will receive a Claim Form and instructions for submitting a claim for settlement benefits.
- 2 **COMMENT ON THE SETTLEMENT.** You may write to the Court or Class Counsel to express your support for or opposition to the Settlement. In order to object to the Settlement, however, you must follow the procedures in paragraph 3 immediately below.
- 3 **OBJECT TO THE SETTLEMENT.** If you wish to object to the Settlement or Class Counsel's request for attorneys' fees, expenses and an incentive award for Plaintiff Jason Anderson, you must submit your objection in writing. On the first page of your written objection, you must include a prominent reference to *In Re GM Cases (Anderson v General Motors Corp)*, JCCP No 4396. Your objections must include (a) your full name, address and telephone number, (b) the year, model and vehicle identification number of your 1999-2003 Chevrolet Silverado, (c) a statement of each objection, if any, (d) a written brief detailing the specific reasons for each objection including the legal or factual support you wish to bring to the Court's attention and any evidence you wish to submit to the Court in support of your objection(s), and (e) your signature. If you wish to speak at the Fairness Hearing (described above), you also must state in your objections or comments that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

Objecting Class Members who intend to testify in support of the objection either in person or by affidavit or declaration must also make themselves available for deposition by Class Counsel or by GM's counsel in their county of residence, between the time the objection is filed and at least seven (7) days before the date of the Fairness Hearing.

If you intend to appear at the Fairness Hearing through counsel, your written objection(s) must also state the following (i) the identify of all attorneys representing the objector who will appear

*This is not a solicitation from a lawyer*

at the Fairness Hearing, (ii) the identity and number of Class Members represented by the objector's counsel, (iii) the number of such represented Class Members who have opted out of the Class and the Settlement, (iv) the number of such represented Class Members who have remained in the Settlement and have not objected, (v) the date the objector's counsel assumed representation for the objector, and (vi) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. To appeal from any provision of the Court's order approving the Settlement as fair, reasonable and adequate, the award of an incentive payment to Jason Anderson, or the attorneys' fees or documented expenses awarded to Class Counsel, the objector must appear at the Fairness Hearing in person, or through counsel, or seek leave of Court excusing such appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at the Fairness Hearing. In addition, the objector must demonstrate compliance with this paragraph to show that he or she is a member of the Class.

Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and GM's counsel, and have file-stamped by the Court, no later than February 2, 2009, a Notice of Intent to Appear. The Notice of Intent to Appear must (i) state how much time the Class Member and/or their attorney anticipates needing to present the objection, (ii) identify, by name, address and telephone number and detailed summary of testimony, any witnesses the Class Member intends to present any testimony from, and (iii) identify all exhibits the Class Member and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

If you do not raise your objections according to this procedure, you will waive all objections and have no right to appeal if the Settlement is approved. You may, but need not, enter an appearance in the lawsuit and object through your own legal counsel. If you do, you will be responsible for your own attorneys' fees and costs.

[continued on next page]

*Please do not contact the Court regarding this Notice.*

**OBJECTION/COMMENT DEADLINE:**

You must mail or deliver your comments or objections, and your Notice of Intent to Appear if you wish to attend the Fairness Hearing, to the Clerk of the Court, with copies to Plaintiffs' Class Counsel and GM's counsel, for receipt no later than February 2, 2009, at the following addresses

**Clerk of the Court**

Superior Court, County of Los Angeles  
Central Civil West Courthouse  
Department 322  
600 S Commonwealth Avenue  
Los Angeles, California 90005

**Class Counsel**

Elizabeth C Pritzker  
Girard Gibbs LLP  
601 California Street, 4th Floor  
San Francisco, California 94108

**Counsel for General Motors Corporation**

Gregory R Oxford  
Isaacs Clouse Crose & Oxford LLP  
21515 Hawthorne Boulevard, Suite 950  
Torrance, California 90503

**ADDITIONAL INFORMATION**

You may wish to keep this Notice for future reference. If the Settlement is approved, this Notice may be helpful in filling out your Claim Form for settlement payments or other benefits.

For more information about the Settlement, or a copy of this Notice in Spanish, call 1-866-981-4800, or visit [www.girardgibbs.com/silverado](http://www.girardgibbs.com/silverado). You also can direct any inquiries to Class Counsel at the address listed above or by sending an email to [silveradosettlement@girardgibbs.com](mailto:silveradosettlement@girardgibbs.com).

**INFORMACIÓN ADICIONAL.**

Usted puede desear guardar este aviso para la referencia futura. Si el establecimiento es aprobado, este aviso puede ser provechoso en rellenar su impresio de demanda para los pagos del establecimiento u otras ventajas.

Para mas informacion o una copia de este aviso en español, llame 1-866-981-4800 o lo visita [www.girardgibbs.com/silverado](http://www.girardgibbs.com/silverado). Usted puede tambien dirigir cualesquiera investiga para clasificar consejo en la dirección enumerada sobre o enviando un email a [silveradosettlement@girardgibbs.com](mailto:silveradosettlement@girardgibbs.com)

DATED. DECEMBER 18, 2008

BY ORDER OF THE SUPERIOR COURT OF THE  
STATE OF CALIFORNIA FOR THE COUNTY OF  
LOS ANGELES

# **EXHIBIT F**

1 ERIC H. GIBBS (S.B. #178658)  
2 ELIZABETH C. PRITZKER (S.B. #146267)  
GIRARD GIBBS LLP  
3 601 California St., 14th Floor  
San Francisco, California 94108  
4 Tel; (415) 981-4800; Fax: (415) 981-4846

5 Attorneys for Plaintiff Jason Anderson and the Class

6 GREGORY R. OXFORD (S.B. #62333)  
7 ISAACS CLOUSE CROSE & OXFORD LLP  
21515 Hawthorne Boulevard, Suite 950  
Torrance, California 90503  
8 Tel: (310) 316-1990; Fax: (310) 316-1330

9 Attorneys for Defendant General Motors Corporation

10 Of Counsel

11 L. JOSEPH LINES, III  
GENERAL MOTORS CORPORATION  
12 Mail Code 482-026-601  
400 Renaissance Center  
13 P.O. Box 400  
Detroit, Michigan 48265-4000  
14 Tel: (313) 665-7386; Fax: (313) 665-7376

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF LOS ANGELES  
17 CENTRAL CIVIL WEST COURTHOUSE

18 Coordination Proceeding Special Title  
(Rule 1550(c))

20 GENERAL MOTORS CASES

22 This Document Relates to:

23 JASON ANDERSON, on behalf of himself  
and all others similarly situated,

25 Plaintiff,

26 v.

27 GENERAL MOTORS CORPORATION,

28 Defendant.

~~ORIGINAL FILED~~

~~FEB 17 2009~~

~~LOS ANGELES  
SUPERIOR COURT~~

*RECEIVED*

*FEB 17 2009  
Dept. 322*

**ORIGINAL FILED**

MAR 05 2009

LOS ANGELES  
SUPERIOR COURT

Judicial Council Proceeding No. 4396

Orange County Superior Court No.  
04CC00554.

CERTIFIED CLASS ACTION

The Honorable Peter D. Lichtman

FINAL JUDGMENT

1 This matter having come before the Court on the application of Representative Plaintiff Jason  
2 Anderson, individually and as a representative of a class of similarly situated persons (collectively,  
3 "Plaintiffs"), and General Motors Corporation ("GM") for approval of the Settlement set forth in the  
4 Stipulation of Settlement and the exhibits thereto (collectively the "Agreement"), and the Court having  
5 considered all papers filed, all evidence submitted and proceedings had herein and otherwise being  
6 fully informed;

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1. The Court has jurisdiction over the subject matter of this litigation, and over all parties  
9 to the litigation, including all members of the following Class defined in the Court's previous order  
10 granting class certification: "All California owners and lessees of 1999-2003 model year Chevrolet  
11 Silverados equipped with a 4.8 liter (LR4, 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18)  
12 engines who (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given  
13 notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise  
14 Adjustment Program." For purposes of this Settlement and the Final Judgment, "engine knock, ping or  
15 slap noise" has the same meaning as "Start Noise" (i.e., piston or piston pin noise that occurs at initial  
16 start up and disappears shortly after the engine warms up) or "Constant Noise" (i.e., piston or piston  
17 pin noise that is not Start Noise), as those terms are defined in the Agreement. Excluded from the  
18 Class are those California owners and lessees of 1999-2003 model year Chevrolet Silverados who  
19 timely requested to be excluded from the Class on or prior to August 15, 2007. Subrogees, assignees  
20 and other third parties are not Class Members, are not eligible to receive any benefits under this  
21 Settlement and are not subject to any releases executed by or on behalf of the Representative Plaintiff  
22 or Class Members.

23 2. Pursuant to Section 382 of the Code of Civil Procedure, the Court hereby finds that the  
24 members of the proposed Class are so numerous that joinder of all members is impracticable, that there  
25 are questions of law and fact common to the Class, that the claims of the named plaintiff are typical of  
26 the claims of Class and that Representative Plaintiff, Jason Anderson, and the law firm of Girard Gibbs  
27 LLP, as Class Counsel, have fairly and adequately represented the Class and will continue to do so.  
28 The Court further finds that questions of fact common to the Class predominate over factual questions

1 affecting only individual members and that a class action is superior to other available methods for the  
2 fair and efficient adjudication of the controversy. Accordingly, the Court reaffirms its prior  
3 certification of the Class as defined in paragraph 1 above and hereby finds that, for settlement  
4 purposes, and for purposes of the Agreement and the Settlement, the Action and the above-defined  
5 Class meet the requirements for the bringing and maintenance of a class action set forth in section 382  
6 of the Code of Civil Procedure.

7       3. The Court hereby finds that: (a) the Settlement memorialized in the Agreement has been  
8 entered into in good faith and was concluded shortly before trial after Class Counsel and GM had  
9 conducted extensive discovery, investigation and legal research concerning the issues raised by  
10 Plaintiff's claims; (b) the Settlement evidenced by the Agreement is fair, reasonable and adequate as to,  
11 and in the best interests of, the Class Members; (c) the Settlement delivers benefits to the Class in a  
12 reasonably timely manner while resolving complex issues that would require expensive and long-  
13 lasting litigation; (d) the Agreement was the result of extensive arms' length negotiations among highly  
14 experienced counsel, with full knowledge of the risks inherent in this litigation and under the  
15 supervision of Los Angeles Superior Court Judge Carl J. West, an experienced settlement judge; (e)  
16 there is no evidence of collusion or fraud in connection with the Settlement; (f) the investigation and  
17 discovery conducted to date suffices to enable the parties and the Court to make an informed decision  
18 as to the fairness and adequacy of the Settlement; (g) the case raised complex and vigorously contested  
19 issues of law and fact that would result in complex, expensive, and lengthy litigation; (h) Plaintiff faced  
20 significant risks in establishing liability and damages; and (i) the release is tailored to address the  
21 allegations in the case.

22       4. The Court hereby finds that the Agreement and Settlement are, in all respects, fair,  
23 reasonable, and adequate, and in the best interests of the Class. The Court grants final approval of the  
24 Agreement and Settlement, and directs the Parties to perform the terms of the Agreement.

25       5. Upon the Effective Date set forth in the Agreement, the Representative Plaintiff and the  
26 Class Members, by operation of this Judgment, shall have hereby released, waived and discharged any  
27 and all claims, demands, causes of action or liabilities, including but not limited to those for alleged  
28 violations of any state or federal statutes, rules or regulations, and all common law claims, including

1 Unknown Claims as defined in the Agreement, based on or in any way related to the factual allegations  
2 and legal claims that were made in the Action, including any claim that any repair should have been  
3 paid for, reimbursed or provided to Class Members pursuant to the Motor Vehicle Warranty  
4 Adjustment Programs law, Civ. Code § 1795.90 *et seq.* Upon the Effective Date set forth in the  
5 Agreement, the Representative Plaintiff and Class Members, by operation of this Judgment, also shall  
6 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights  
7 and benefits of Section 1542 of the California Civil Code, and of any similar law of any other state,  
8 which provides: "a general release does not extend to claims which the creditor does not know or  
9 suspect to exist in his or her favor at the time of executing the release, which if known by him or her  
10 must have materially affected his or her settlement with the debtor." Claims for personal injury or  
11 claims based on or related to engine noise conditions in Class Vehicles other than Start Noise or  
12 Constant Noise are not released, waived or discharged by this Judgment. Consistent with the express  
13 terms of the Agreement, subrogation claims are not being released as part of this Judgment.

14 6. Upon the Effective Date, GM shall be deemed to have released, waived and discharged  
15 any and all claims or causes of action, known or unknown, against the Representative Plaintiff or Class  
16 Counsel based on or in any way related to any of the allegations, acts, omissions, transactions, events  
17 or other matters alleged, claimed or at issue in the Action, provided that this release shall not extend to  
18 any claim for breach of the Agreement or violation of this Final Judgment.

19 7. The Court hereby orders and declares (a) the Agreement is approved by the Court and  
20 shall be binding on all Class Members; and (b) the Agreement as approved by this final judgment is  
21 and shall be binding and preclusive in all pending and future lawsuits or other proceedings whether in  
22 state or federal court. Each and every term and condition of the Agreement as a whole (including its  
23 attached exhibits) is approved as proposed and is to be effective, implemented, and enforced as  
24 provided in the Agreement.

25 8. The Court finds that the Class Action Settlement Notice and methodology implemented  
26 pursuant to this Court's Preliminary Approval Order provided the best notice practicable under the  
27 circumstances. The Court further finds that the Class Action Settlement Notice advised each member  
28 of the Class, in plain easily understood language: (a) the nature of the suit; (b) the definition of the

1 Class certified; (c) the class claims, issues, and defenses; (d) the nature of the settlement benefits  
2 available to Class Members under the Settlement; (e) the procedures available to Class Members to  
3 claim settlement benefits and for adjudicating disputes relating to eligibility or disbursement of  
4 settlement benefits; (f) that a Class Member could enter an appearance through counsel if desired; and  
5 (g) that the judgment incorporating the Settlement will fully release GM, dismiss this lawsuit with  
6 prejudice, and include and bind all members of the Class who did not timely request exclusion. The  
7 Court finds that the Class Action Settlement Notice and methodology fully complied with all  
8 applicable legal requirements, including the Due Process Clauses of the Constitutions of the United  
9 States and the State of California and the California Code of Civil Procedure and Rules of Court.

10 9. The Court finds that Class Counsel and the Representative Plaintiff adequately  
11 represented the Class for purposes of entering into and implementing the Agreement.

12 10. All Class Members are, from this day forward, hereby permanently barred and enjoined  
13 from:

14 (a) filing or commencing any lawsuit in any jurisdiction based on or relating to: (i) the  
15 claims and causes of action asserted in this Action; (ii) the facts and circumstances relating to this  
16 Action; or (iii) the Released Claims, or

17 (b) organizing Class Members, or soliciting the participation of Class Members, in a  
18 separate class for purposes of pursuing as a purported class action any other lawsuit (including by  
19 seeking to amend a pending complaint to include class allegations, or seeking class certification in a  
20 pending action in any jurisdiction) based on or relating to: (i) the claims and causes of action asserted  
21 in this Action; (ii) the facts and circumstances relating to this Action; or (iii) the Released Claims.

22 11. Representative Plaintiff is awarded an Incentive Award in the total sum of \$ 7,500.  
23 Class Counsel are hereby awarded the total sum of \$ 1,950,000 in Attorneys' Fees, and the total sum of  
24 \$ 212,500 in Documented Costs and Expenses. Defendant shall pay the Incentive Award, Attorneys'  
25 Fees and Documented Costs and Expenses in accordance with the Agreement. GM shall have no  
26 responsibility for and no liability with respect to the allocation of Attorneys' Fees to Class Counsel or  
27 any other person who may assert some claim thereto.

28 12. The terms of the Agreement as approved by this final judgment shall be forever binding

1 on, and shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other  
2 proceedings that may be maintained by or on behalf of the Representative Plaintiff or any Class  
3 Members, as well as their collective heirs, executors, administrators, successors and assigns, relating to  
4 the Action and/or the Released Claims (as defined in the Agreement).

5       13. Neither this Final Judgment nor the Agreement (nor any document referred to herein or  
6 any action taken to carry out this Final Judgment) is, may be construed as, or may be used as an  
7 admission by GM of the validity of any claim, of actual or potential fault, wrongdoing or liability  
8 whatsoever. Entering into or carrying out the Agreement and any negotiations or proceedings relating  
9 to the Settlement shall not in any event be construed as, or deemed to be evidence of, an admission or  
10 concession of GM and shall not be offered or received into evidence in any action or proceeding  
11 against any party hereto in any court, judicial, administrative, regulatory hearing, arbitration, or other  
12 tribunal or proceeding for any purpose whatsoever, except in a proceeding to enforce the Agreement.  
13 This Final Judgment and the Agreement it approves (including exhibits thereto) may, however, be filed  
14 in any action against or by GM to support its defense of *res judicata*, collateral estoppel, release, good  
15 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or  
16 similar defense or counterclaim, as set forth in paragraph 12 of this Final Judgment.

17       14. Representative Plaintiff's First Amended Complaint and this entire Action, including all  
18 individual claims and Class claims asserted or that could have been asserted herein, is hereby  
19 DISMISSED WITH PREJUDICE, without fees, costs, or expenses to any party except as otherwise  
20 provided herein.

21       15. Without affecting the finality of this Final Judgment in any way, this Court hereby  
22 retains continuing jurisdiction over (a) implementation of the Settlement; (b) payment of Class  
23 Members' claims under the Settlement; (c) further proceedings, if necessary, on Plaintiff's and Class  
24 Counsel's applications for Attorneys' Fees, Documented Costs and Expenses, or Incentive Awards  
25 previously filed herein; and (d) the Parties for purposes of construing, enforcing, or administering the  
26 Agreement. If any Party fails to fulfill its obligations completely, the Court retains the power to issue  
27 such orders to enforce this Judgment and the Settlement as it deems appropriate after noticed hearing.

28       16. If the Settlement does not become effective in accordance with the terms of the

1 Agreement, then this Final Judgment shall be rendered null and void to the extent provided by and in  
2 accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases  
3 delivered in connection herewith shall be null and void to the extent provided by and in accordance  
4 with the Agreement.

5

6 **IT IS SO ORDERED.**

7

8 Dated: 3/5/09

PETER D. LICHTMAN

9 THE HONORABLE PETER D. LICHTMAN

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# **EXHIBIT G**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, <i>et al.</i> , f/k/a General Motors Corp., <i>et al.</i>		
Debtors.	:	(Jointly Administered)

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**STIPULATION AND ORDER BETWEEN THE DEBTORS AND THE HOLDERS  
OF UNLIQUIDATED DEX-COOL AND ANDERSON CLAIMS TO ALLOW CLASS  
PROOFS OF CLAIM FOR DEX-COOL AND ANDERSON CLASS CLAIMANTS**

Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**” or “**MLC**”), and the holders of Unliquidated Dex-Cool Claims (as defined below), and the holders of Unliquidated Anderson Claims (as defined below), by and through their respective undersigned counsel, hereby enter into this Stipulation and Agreed Order (this “**Stipulation**”) and stipulate as follows:

**RECITALS**

A. On June 1, 2009 (the “**Commencement Date**”), the Debtors commenced with this Court voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed. On or about June 3, 2009, an Official Committee of Unsecured Creditors (the “**Committee**”) was appointed in the Chapter 11 Cases. The Chapter 11 Cases are being jointly administered pursuant to Rule

1015(b) of the Bankruptcy Rules.

B. On September 16, 2009, the Court entered an order (the “**Bar Date Order**”) establishing November 30, 2009 at 5:00 p.m. (Eastern Time) (the “**General Bar Date**”) as the deadline for each person or entity (including without limitation, each individual, partnership, joint venture, corporation, estate, or trust) to file a proof of claim (a “**Proof of Claim**”) against any Debtor to assert any claim (as defined in section 101(5) of the Bankruptcy Code) (a “**Claim**”) that arose prior to the Commencement Date.

C. On April 29, 2003 certain consumers filed class actions against MLC in the 16th Judicial Circuit Court (Jackson County) of the State of Missouri (the “**Gutzler Class Action**”) and in the Superior Court of the State of California for the County of Alameda (the “**Sadowski Class Action**” and together with the Gutzler Class Action, the “**Dex-Cool Class Actions**”). In both the Gutzler Class Action and the Sadowski Class Action, the parties entered into a settlement agreement approved by each court (collectively, the “**Dex-Cool Settlement Agreement**”). Prior to the Commencement Date, the administration of the Dex-Cool Settlement Agreement had been substantially completed. However, certain claims in connection with the Dex-Cool Class Actions had not yet been liquidated pursuant to the terms of the Dex-Cool Settlement Agreement (the “**Unliquidated Dex-Cool Claims**”).

D. On May 18, 2004 certain consumers filed a class action against MLC in the Superior Court of the State of California for the County of Los Angeles, Central Civil West Courthouse (the “**Anderson Class Action**”). In the Anderson Class Action, the parties entered into a settlement agreement approved by the court (the “**Anderson Settlement Agreement**”). Prior to the Commencement Date, the administration of the Anderson Settlement Agreement had been initiated. However, certain claims in connection with the Anderson Class Action had not

yet been liquidated pursuant to the terms of the Anderson Settlement Agreement (the "Unliquidated Anderson Claims").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Stipulation, it is agreed as follows:

**AGREEMENT**

1. On behalf of the holders of Unliquidated Dex-Cool Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders' respective claims against Debtors, and the Debtors agree that the undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Dex-Cool Claims.
2. On behalf of the holders of Unliquidated Anderson Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders' respective claims against Debtors and the Debtors agrees that undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Anderson Claims.
3. The undersigned class counsel, by filing the Class Proofs of Claim in respect of the Unliquidated Dex-Cool Claims and the Unliquidated Anderson Claims, consents to and hereby is deemed to be the claimant for the purpose of receiving notices and distributions, if any, except as otherwise provided in a confirmation order related to a chapter 11 plan filed in the Chapter 11 Cases, and may (but shall not be required to) respond to any objections interposed as to any claims asserted in each applicable Class Proof of Claim. Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action and the Anderson Class Action.

4. The Debtors' agreement herein to permit the filing by the undersigned class counsel of each Class Proof of Claim is intended solely for the purpose of administrative convenience and neither this Stipulation and Order nor the filing of any Class Proof of Claim shall in any way prejudice the right of any Debtor or any other party in interest to object to the allowance of any Class Proof of Claim.

5. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation and Order and to the filing of the Class Proofs of Claim pursuant to this Stipulation.

6. This Stipulation is subject to the approval of this Court and shall become effective upon the entry of an order by the Court approving this Stipulation. If this Stipulation is not approved by the Court, then this Stipulation shall be deemed null and void, and shall not be referred to or used for any purpose by any of the parties hereto (the "Parties") in either the Chapter 11 Cases or in any other forum.

7. This Stipulation sets forth the entire understanding of the Parties with respect to the matters addressed herein and is intended to be the complete and exclusive statement of the terms thereof and may not be modified or amended except by a writing signed by the Parties and/or their counsel, which shall be so-ordered by the Court. Accordingly, the Parties have independently verified all facts and/or conditions of facts that they have determined are necessary to their decision to enter into this Stipulation, and they have not relied upon any representations, written or oral, express or implied, of any other person in verifying and satisfying themselves as to such facts and/or condition of facts.

8. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of signed counterparts of this Stipulation by facsimile transmission or as PDF attachment to an email message shall have the same effect as the manual delivery of an original signed counterpart of this Stipulation, and all signatures on such counterpart will be deemed to be as valid as an original signature whether or not a Party delivers manually an original signed counterpart of this Stipulation, although it is the Parties' intention to deliver an original signed counterpart after any facsimile or email delivery.

DATED: November \_\_, 2009

Respectfully submitted,

**GIRARD GIBBS LLP**

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*Attorneys for the Debtors and Debtors in  
Possession*

**ORDER APPROVING STIPULATION**

Based on the foregoing stipulation of the parties, the Court finding that good cause exists to approve the Stipulation as an order of the Court, that adequate notice of the Stipulation has been provided, and that no further notice is required,

IT IS HEREBY ORDERED that the foregoing stipulation is approved and incorporated by reference and made a part of this Order.

IT IS FURTHER ORDERED that this Court will retain jurisdiction to adjudicate any disputes arising in connection with this Order.

Date: December 1, 2009  
New York, New York

s/ Robert E. Gerber  
UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT H**

**EXHIBIT "H"**

**PLAN OF ALLOCATION**

**RELIEF AVAILABLE TO PARTICIPATING ANDERSON CLASS MEMBERS:**<sup>1</sup> Under the Agreement, Participating Anderson Class Members may obtain the following relief, distributed by Class Counsel on a *pro rata* basis from cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim to any third party or from the sale of any stock or shares, in the open market or otherwise, distributed in accordance with the Plan (collectively, the "Cash Proceeds"):

**1) Reimbursement of Purchase Price of GMPP Purchased.**

- a) Participating Anderson Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery. Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, up to the full purchase price of the GMPP paid by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has submitted appropriate documentation showing that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has supplied appropriate documentation showing that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not supplied complete documentation showing that his or her Silverado has or had Start Noise but otherwise has a valid claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$900.00.
- b) Participating Anderson Class Members Who Purchased a GMPP After 90 Days of Retail Delivery. Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, up to the purchase price of the GMPP paid for by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has stated under penalty of perjury that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has stated under penalty of perjury that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not stated under penalty of perjury that his or her Silverado has or had Start Noise, but otherwise has a valid claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$900.00.

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Defined terms shall be given the meaning ascribed to them in the Agreement.

2) **Customer-Paid Repair Expense Reimbursement.**

- a) Customer-Paid Start Noise Repair Expenses. Each Participating Anderson Class Member who, during the Applicable Warranty Period (defined below), paid for a repair to address concerns about Start Noise for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis of the Cash Proceeds, for the out-of-pocket repair expense incurred by such member if the Participating Anderson Class Member (i) signed, completed and submitted a Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise, and (ii) submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order). If the Participating Anderson Class Member has not submitted complete or appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of one-half (50%) of the average repair expense for this category.

Only for purposes of eligibility for this settlement benefit, “Applicable Warranty Period” shall mean the GM Limited New Vehicle Warranty period (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Participating Anderson Class Member’s GMPP (for example, 4 years or 50,000 miles, whichever comes first).

- b) Other Customer-Paid Covered Engine Repairs. Each Participating Anderson Class Member who paid for other Covered Engine Repairs for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis of the Cash Proceeds, for 75% of the out-of-pocket Covered Engine Repair expense incurred by such member if the Participating Anderson Class Member submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) and signed, completed and submitted a Claim Form stating under penalty of perjury that (i) he or she made inquiry or expressed concern to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty Period (3 years or 36,000 miles after retail sale or lease, whichever came first), and (ii) an un-reimbursed expense was incurred within the earlier of 6 years or 100,000 miles of retail delivery, whichever came first. If the Participating Anderson Class Member has not submitted complete or appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, for one-half (50%) of the average amount of the reimbursable Covered Engine Repair expenses for this category.

Only for purposes of eligibility for this settlement benefit, “Covered Engine Repairs” shall include only unreimbursed repair expense for the following engine components:

- cylinder block, heads, crankshaft and bearings;
- crankshaft seals - front and rear;

- camshaft and bearings;
- connecting rods and pistons;
- valve train (including valve seals, valve covers and internal parts);
- timing gears;
- timing chain/belt and cover;
- oil pump, oil pump housing, oil pan;
- engine seals and gaskets;
- lubricated internal engine parts;
- water pump;
- intake and exhaust manifolds;
- flywheel;
- harmonic balancer; and
- engine mounts.

**3) Constant Noise Repair Expense Reimbursement.**

- a) Constant Noise Expenses. Each Participating Anderson Class Member who signed, completed and submitted a Claim Form stating under penalty of perjury that, prior to the expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first), he or she made inquiry or expressed concern to an authorized GM dealer or GM about Constant Noise and did not receive a repair, may be reimbursed, on a *pro rata* basis of the Cash Proceeds, in the amount of \$1,800.00. If the Participating Anderson Class Member has submitted an incomplete Claim Form but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$900.00.

**The *pro rata* nature of the reimbursement payments under each of the foregoing is based on the amount of the cash proceeds resulting from the disposition, by Class Counsel, of the Total Allowed Unsecured Claim. The resulting cash proceeds likely will be insufficient to pay Participating Anderson Class Members in full.**